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United States
ENVIRONMENTAL PROTECTION AGENCY
 Washington, DC 20460

**SUPERFUND PROPERTY REUSE EVALUATION CHECKLIST FOR REPORTING
 THE SITEWIDE READY-FOR-ANTICIPATED USE GPRA MEASURE**

Office of Superfund Remediation & Technology Innovation and Federal Facilities Restoration & Reuse Office

PART A – GENERAL SITE INFORMATION

1. Site Name Lenz Oil Services, Inc.	2. EPA ID ILD005451711
3. Site ID 0500199	4. RPM Scott Hansen
5. Street Address Route 83 and Jeans Road	
6. City Lemont	7. State Illinois
8. Zip Code 60439	
9. Site Wide Ready-for-Reuse Determination Requirements (all must be met for the entire construction complete site)	

- All cleanup goals in the Record of Decision or other remedy decision document(s) have been achieved for any media that may affect current and reasonably anticipated future land uses, so that there are no unacceptable risks.
- All institutional or other controls required in the Record of Decision or other remedy decision document(s) have been put in place.

Institutional Control Name	Date Implemented	Type of Control	Total Acres
Environmental Covenants	February 14, 2014 and March 17, 2014	Restrictions on Land use and Groundwater use	6 acres

PART B – SIGNATURE (Branch Chief or above should sign)

NOTE: The outcome of this Property Reuse Evaluation does not have any legally binding effect and does not expressly or implicitly create, expand, or limit any legal rights, obligations, responsibilities, expectations, or benefits of any party. EPA assumes no responsibility for reuse activities and/or any potential harm that might result from reuse activities. EPA retains any and all rights and authorities it has, including but not limited to legal, equitable, or administrative rights. EPA specifically retains any and all rights and authorities it has to conduct, direct, oversee, and/or require environmental response actions in connection with the site, including but not limited to instances when new or additional information has been discovered regarding the contamination or conditions at the site that indicates that the response and/or the conditions at the site are no longer protective of human health or the environment.

10. Name Thomas R. Short Jr.	11. Title/Organization Remedial Branch Chief #2 Superfund Division, Region 5
12. Signature 	13. Date 9/23/2014



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

Date: SEP 22 2014

From: Scott Hansen, RPM
Stuart Hersh, ORC Attorney

To: Thomas R. Short Jr., Chief
Remedial Response Branch #2

Subject: Recommendation to Sign the Site-Wide Ready for Anticipated Use
Determination for the Lenz Oil Services, Inc. Superfund Site, DuPage
County, Illinois

The Lenz Oil Services, Inc. Superfund site (Site), located in DuPage County, Illinois achieved Construction Completion on September 28, 2009, of the remedy selected in the September 30, 1999, Record of Decision (ROD).

Prior to the Site ROD, the State of Illinois achieved most cleanup goals for contaminated soil on the Lenz Oil Services, Inc. property through excavation and incineration. The ROD selected a remedy of excavation and off-site disposal for the remaining contaminated soil on and adjacent to the Site. In addition, the ROD selected a remedy to collect and dispose off-site the shallow subsurface contaminated groundwater plume, consisting primarily of a light non-aqueous phase liquid (LNAPL) underlying the edge of and emanating from the Lenz Oil Services, Inc. property. The ROD groundwater remedy includes construction, implementation and operation of the following components: 1) a 1,300-foot containment wall surrounding the LNAPL area; 2) four trenches, each approximately 200 feet to 250 feet long and 16 feet deep; 3) a dewatering system to lower the groundwater table within the contaminated plume to enhance LNAPL recovery and vapor extraction; 4) a 1,840 cubic feet per minute vapor extraction system with air injection; 5) a treatment building housing the dewatering, vapor extraction, and air injection systems; and 6) a network of LNAPL and vapor monitoring points. In addition, the ROD requires long-term groundwater monitoring to verify performance of the ROD remedy until cleanup standards are achieved and maintained, and requires implementation of environmental covenants on properties where groundwater contaminants remain above cleanup goals.

The Site has achieved all surface soil cleanup goals which may affect current and reasonably anticipated future use of the Site surface. Although the contaminated groundwater plume has not achieved cleanup goals, the remedy is operating as intended and is removing contaminants from the groundwater plume. Environmental covenants have been implemented to prevent unacceptable risk of exposure posed by the groundwater plume at and from the Site, and to preclude any use of the Site surface which may interfere with construction or operation of the

remedy. In particular, the ROD requires and the remedy has implemented environmental covenants precluding subsurface excavation, groundwater well construction and groundwater extraction on affected properties until groundwater cleanup goals are achieved and maintained, except in accordance with implementing the ROD remedy.

The portion of the Site consisting of the Lenz Oil property is zoned as light industrial, has no present use contrary to the zoned use, is partially located within the 100-year floodplain, and therefore has an anticipated future use consistent with light industrial zoning. The remaining portion of the Site consisting of property to the south of Jeans Road is also zoned as light industrial and is located entirely within the 100-year floodplain; however, a residence with an alternate water supply and a landscaping business with only surface operations (i.e., storage of equipment and materials) exists on the property currently, and future owners of these properties may continue using these properties for a residence and/or business, respectively.

Cleanup goals for soil, LNAPL and groundwater allow for and were based on:

- ☒ unlimited use/unrestricted exposure (UU/UE)
- ☒ residential use
- ☒ commercial/industrial use
- ☐ recreational
- ☐ containment
- ☐ other (explain)

Institutional controls (ICs) have been reviewed and evaluated using the checklist in footnote 1, and all required ICs are in place and effective.

Physical Area – Summary Table

Media, Engineered Controls, & Areas that Do Not Support UU/UE under Current Conditions	IC Objective in Decision Document	Physical Area covered by Implemented Institutional Control
<i>Groundwater beneath Site property</i>	Prohibit groundwater well construction and groundwater extraction underlying the Site, except as appropriate to implement the ROD remedy, until groundwater goals are achieved and maintained.	Environmental covenant for the property south of Jeans Road, recorded at DuPage County Recorder on 02/14/14. Environmental covenant for Lenz Oil property, recorded at DuPage County Recorder on 3/17/14.
<i>Site property including remedy components</i>	Prohibit use of the Site that would interfere with remedy components and remedy implementation and prohibit excavation of soils, except as appropriate to implement the ROD remedy, until all cleanup goals are achieved and maintained.	Environmental covenant for the property south of Jeans Road, recorded at DuPage County Recorder on 02/14/14. Environmental covenant for Lenz Oil property, recorded at DuPage County Recorder on 3/17/14.

The Site figures appended to the two environmental covenants in Attachment 2 (see Appendices A and B in each covenant included in Attachment 2) outline the Site land boundary. These maps depict the current conditions of the Site and the areas which do not allow for UU/UE. The environmental covenant for the property south of Jeans Road (see Attachment 2) also describe the areas that are subject to the restrictions specified in that instrument.

In addition to using ICs to minimize the potential for exposure to site contaminants, the Lenz Oil property and the extraction area are fenced and the gates are locked. The gates and fences, which are forms of engineering controls, are checked as part of regular site inspections.

The first Five-Year Review was completed on March 27, 2014, and found that the remedy at the Site currently protects human health and the environment since all known exposure pathways have been eliminated.

We've also reviewed the current Human Exposure Environmental Indicator and have determined that the Site is *Current Human Exposure Controlled and Protective Remedy in Place* and is consistent with this Site-wide Ready for Anticipated Use determination.

Based on the above information and all documents reviewed for this Site, we find that the Site meets the following requirements:

- All soil surface cleanup goals in the ROD or other decision document have been achieved that may affect current and reasonably anticipated future land uses, so that there are no unacceptable risks.
- All institutional or other controls required in the ROD are in place and effective.

Based on the information presented below, we recommend that you sign the attached Site-wide Ready for Anticipated Use Determination Checklist. Region 5 may, in the future, modify the Site-wide Ready for Anticipated Use Determination based on changed Site conditions.

Cleanup Goals	Soils: excavation and either incineration or off-site disposal of contaminated soils; Groundwater: recover and dispose of LNAPL and other groundwater contaminants to achieve MCLs.
Construction Complete Date	September 28, 2009
Last Five-Year Review Date	March 27, 2014
Human Exposure Environmental Indicator	Current Human Exposure is Controlled and Protective Remedy in Place
NPL Deletion Date	N/A
Existing Land Use for Entire Site / Status of Use Last Inspection Date: March 2014	The Site consists of three parcels: (1) the Lenz Oil Services, Inc., property, which is in tax forfeiture, contains a treatment building housing the remedy's dewatering, vapor extraction, and air injection systems; (2) a landscaping business including a pole building, operates on land overlying the contaminated aquifer immediately downgradient from the Lenz Oil Services, Inc., property, and; (3) one residence, with an alternate water supply, exists on land downgradient from the Lenz Oil Services, Inc., property and overlying the edge of the contaminated aquifer.

Anticipated Future Land Use	No future use anticipated for the Lenz Oil property but the business and residence on Jeans Road will continue to exist in the future. Once cleanup goals are achieved and maintained, there will be no restrictions on use due to environmental contaminants. The Site is located in a floodplain.
Media, Remedy Components, & Areas that do not support UU/UE Based on Current Conditions	Groundwater, Vacuum Enhanced Recovery system
Acres Associated with Institutional Control	Approximately 6 acres
Total Property Acres	4 acres
Title of Institutional Control Instrument	Environmental Covenants pursuant to Uniform Environmental Covenants Act 765 ILCS Ch. 122
IC Implementation Date	February 14, 2014; March 17, 2014
Documents Reviewed for SWRAU Determination	September 2010 ROD; March 27, 2014 Five-Year Review; April 2, 2001 Consent Decree; November 2010 Remedial Action Completion Report; Environmental Covenants
ICTS Booklet (attached)	See Attachment 1

Footnote 1:

In order for ICs to be considered "in place and effective", the following must be met (check all that apply):

- ☒ the ICs cover all physical areas that do not support unlimited use/unrestricted exposure (UU/UE) and the ICs' physical description of the non-UU/UE areas are accurate based on current conditions for the entire site (e.g., groundwater ordinance covers the entire plume area; legal description of cap in restrictive covenant has been mapped or undergone other verification);
- ☒ all needed land use restrictions/objectives are stated in/covered by the IC;
- ☒ title work shows recording and that no other existing property rights will interfere with the site remedy or cause undue exposure (for restrictive covenants and other proprietary controls only),
- ☒ there is current compliance with the land use restriction determined by a recent inspection; and
- ☒ future compliance with the restrictions is expected because: a) there is a legal basis for enforcing the use restriction against current and future owners; and/or b) ORC and Superfund Branch Chiefs concur that the totality of the circumstances supports the expectation of future compliance with restrictions. (Examples: UECA covenant, state solid waste deed notice in conjunction with state solid waste regulation prohibiting interference with landfill component, best available IC has been implemented such as fish consumption advisory).

Attachments

Attachment 1 – ICTS Booklet

Attachment 2 – Environmental Covenants

U.S. EPA, Region 5, Superfund Division

ICTS Tier II QA Sign-Off Sheet

Updated June 17, 2009

Data Quality Certification and Contact Information		
<p>Note Quality Assurance:</p> <p>Upon completion of data entry, each RPM will be provided two copies of the Basic Summary Report, Extended Summary Report, Public Preview Report (reflecting all entries made into the ICTS) and this ICTS Tier II QA Sign-off Sheet. One copy of the package is for the RPM's records and one copy of the package is for RPM/Site Attorney review and signature.</p> <p>At this point, it is the responsibility of the RPM to provide the Site Attorney with a copy of the entire reports package and QA Sign-Off Sheet and obtain his/her signature for QA purposes and return to LaVetta Walters or Teresa Jones.</p> <p>The final Tier II Report and QA Sign-off Sheet will be submitted to the Record Center for scanning into SDMS and placed in the Site file.</p>		
Data Entry	Site Name <u>Lenz Oil Services, Inc.</u> EPA ID <u>ILD005451711</u>	Data Entry Date <u>9/25/14</u>
Completed by: (RPM)	Name <u>Scott Hansen</u>	Date <u>9/24/14</u>
	Title <u>RPM</u>	Signature <u>Scott Hansen</u>
	Phone <u>6-1999</u>	
	<input type="checkbox"/> Check box if you have any problems with any information contained in the database being released to the public. If so, please explain: <input type="checkbox"/> Check box if ICs are not required <input type="checkbox"/> Check box if ICs have been implemented <input checked="" type="checkbox"/> Check box if ALL ICs required have been implemented Note: Planning information will not be included	
Completed by: (Legal Site Attorney)	Name <u>Stuart P. Herish</u>	Date <u>9/26/14</u>
	Title <u>Assoc. Regional Counsel</u>	Signature <u>Stuart P Herish</u>
	Phone <u>312-886-6235</u>	
	<input type="checkbox"/> Check box if you have any problems with any information contained in the database being released to the public. If so, please explain: <input type="checkbox"/> Check box if ICs are not required <input type="checkbox"/> Check box if ICs required have been implemented <input checked="" type="checkbox"/> Check box if ALL ICs required have been implemented Note: Planning information will not be included	
Received for Data entry Revision/Corrections	Name	Date
	Signature	
Correction made & Returned to RPM	Name	Date
	Signature	



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Site : LENZ OIL SERVICE, INC. (ILD005451711)

Site Institutional Controls Summary

[IC Public Web Report Preview Available Click To View](#)
[Published by Sems Tst5 on 09/24/2014 Click To View](#)

Extended Summary

 Publish
Mode

Save

All Institutional Controls are not implemented at this Site

SITE History

ID	Name	Site ID Context	CERCLIS ID	Region	Region Context	State	IC Required
0500199	LENZ OIL SERVICE, INC.		ILD005451711	05		IL	

AREA OF IC INTEREST

ID	Name	Area ID	Area ID Context	Subarea of	Media	Resource	Individual	Organization
7122	Site property including remedy components		Area Of IC Interest		(11343)			
7123	Groundwater beneath the Site		Area Of IC Interest		(11344)			

MEDIA

ID	Name	Is Media Contaminated?	Use Restriction	Objective	Engineering Control
11343	Soil	Yes	(9553) (9552)	(13133) (13134)	
11344	Ground Water	Yes	(9554)	(13135)	

OBJECTIVE

ID	Objective Purpose	Description	Required from Decision Document?	Use Restriction	Resources
13133	Protect Integrity of an Engineering Control		Yes	(9552)	(18105) (18106) (18107)
13134	Prohibit Disturbance/Excavation Exposure Scenario		Yes	(9553)	(18105) (18106) (18107)
13135	Limit Ground Water Use Activities		Yes	(9554)	(18105) (18106) (18107)

USE RESTRICTION

ID	Restriction Type	Description	Resource	Event
9552	Prohibit Any Activity that May Disturb the Integrity of an Engineering Control		(18106) (18107)	(17606) (17607)
9553	Prohibit Disturbance of Soil		(18106) (18107)	(17606) (17607)
9554	Prohibit Ground Water Well Installation/Construction		(18106) (18107)	(17606) (17607)

ENGINEERING CONTROL

ID	Engineering Control Type	Description	Objective
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RESOURCE

ID	IC Document Class	Document Class	Document Category Class	Document Source	Document Life Span	Document Life Span Conditions	Document Title	Document ID	Document ID Context	Event	Sensitivity
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Superfund Site Information

Institutional Controls(ICs)

Site Documents

Data Element Dictionary (DED)

Order Superfund Product

Institutional Controls for LENZ OIL SERVICE, INC.

CERCLIS ID: ILD005451711

Institutional controls are required for this site. This site requires ICs because a decision document, such as a Record of Decision, has documented some level of contamination and/or remedy component at the site that would restrict use of the site. These ICs are required to help ensure the site is used in an appropriate way and that activities at the site do not damage the cleanup components. These ICs will remain in place for as long as the contamination and/or cleanup components stay on site. The matrix below is a general summary of the restrictions at this site at the date of this report. The information in this matrix is a general description of the restrictions at the site only. The following site contacts should be consulted if there are questions on the ICs for this site.

Site Contact(s):

The following chart shows EPA's **media-specific use restrictions and their corresponding Instruments that have been implemented by EPA** for protecting human health, the environment and remedial engineering on this site. Instruments are documents used by EPA or other organizations to implement the use restrictions at a site. To know about other media-specific use restrictions that are planned but not implemented at this site, please contact the Regional Office using the Site Contact listed above. Note that where multiple entries occur, it will impact more than one pathway.

ICs are generally defined as administrative and legal tools that do not involve construction or physically changing the site. Common examples of ICs include site use and excavation restrictions put in place through State and local authorities like zoning, permits and easements. ICs are normally used when waste is left onsite and when there is a limit to the activities that can safely take place at the site (i.e., the site cannot support unlimited use and unrestricted exposure) and/or when cleanup components of the remedy remains onsite (e.g., landfill caps, pumping equipment or pipelines). Effective ICs help ensure that these sites can be returned to safe and beneficial use.

Disclaimer: This information is being provided by EPA as an informational tool to further assist the public in determining the types of restrictions that may be in place at National Priorities List sites being addressed by EPA under the Superfund program. In addition to the areas addressed by the institutional controls identified on this web site there may be other areas on the property that require restrictions on use of the property that are not captured in this EPA database. States and other entities may have implemented laws or restrictions applicable to this site. The information provided herein does not replace a title search or meet "All Appropriate Inquiry" requirements. U.S. EPA encourages users to review the Site files to obtain information regarding remedy components, containment systems and the land use for which cleanup standards were selected for these sites. More information and links can be found on the site profile page from which this page was accessed, and EPA regional offices may also be contacted.

Report generated on **September 25, 2014**

Collapse All

Media Where IC Applies (Multiple entries where more than one pathway is impacted)	Restriction Type	Instrument
<input checked="" type="checkbox"/> Soil	Prohibit Any Activity that May Disturb the Integrity of an Engineering Control	Please Click Here to View

February 14,
2014 [33
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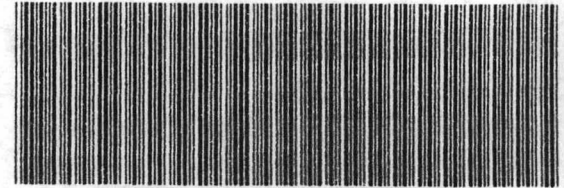
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ATTACHMENT 1
ICTS Booklet

ATTACHMENT 2
Environmental Covenants

Environmental Covenant
Recorded on Feb.14, 2014



FRED BUCHOLZ

DUPAGE COUNTY RECORDER

FEB. 14, 2014

RHSP 8:52 AM

OTHER

10-11-402-010

032 PAGES

R2014-013119

This instrument was prepared by:

Name: Shell J. Bleiweiss
Address: 1 S. Dearborn St. Suite 2100
Chicago, IL 60603-2307

Please return this instrument to:

Name: (Shell J. Bleiweiss)
Address: (1 S. Dearborn St. Suite 2100)
Chicago, IL 60603-2307

ENVIRONMENTAL COVENANT

1. This Environmental Covenant is made this 17 day of AUG, 2013, by and among Peter Tameling Trust (Grantor) and the Holder/Grantee further identified in paragraph 3 below pursuant to the Uniform Environmental Covenants Act, 765 ILCS Ch. 122 (UECA) for the purpose of subjecting the Property to the activity and use limitations described herein.

2. Property and Grantor.

A. Property: The real property subject to this Environmental Covenant is located at Route 83 and Jeans Rd, Lemont, DuPage County, Illinois 60439 and is legally described in Appendix A, hereinafter referred to as the "Property". The Property is part of a larger parcel known as the Lenz Oil Superfund Site.

B. Grantor: Peter Tameling Trust is the "Grantor" of this Environmental Covenant. The mailing address of the Grantor is June Tameling, Administrator, 7475 Madison St., Unit 1, Willowbrook, IL 60527.

3. Holder (and Grantee for purposes of indexing). Illinois EPA and the Settling Work Defendants (as defined herein, paragraph 5. B.) are the Holders (and Grantees for purposes of indexing) of this Environmental Covenant pursuant to its authority under Section 3(b) of UECA. The mailing address of the Illinois EPA is 1021 N. Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276. The mailing

address of the Settling Work Defendants is c/o Alan Bielawski, Sidley Austin, One S. Dearborn St, Chicago, IL 60603.

4. **Agencies.** The Illinois EPA and the U.S. EPA are "Agencies" within the meaning of Section 2(2) of UECA. The Agencies have approved the environmental response project described in paragraph 5 below and may enforce this Environmental Covenant pursuant to Section 11 of UECA.

5. **Environmental Response Project and Administrative Record.**

A. This Environmental Covenant arises under an environmental response project as defined in Section 2(5) of UECA.

B. The Property is part of the Lenz Oil Superfund Site, which the U.S. EPA, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B. In a Record of Decision (ROD) signed by the U.S. EPA Region 5 Superfund Division Director on September 30, 1999, the U.S. EPA approved a plan for environmental remediation of the Site. In the Consent Decree signed on August 14, 2002, *United States of America and the State of Illinois v. Alpha Construction, et al.*, Case No. 02 C 3609 (N.D. Ill.), Settling Work Defendants, as defined in the Consent Decree at p. 14 and listed in Appendix D.1 to the Consent Decree agreed to implement the remedial action plan in the ROD including the excavation of the principal threat area, the treatment of the contaminated material via solidification/stabilization (S/S), the disposal of the treated material within a corrective action management unit (CAMU), and the implementation of a pump-and-treat system for contaminants that remain in the aquifer after the other actions are completed. In April 2007, the U.S. EPA issued an Explanation of Significant Differences (ESD) that changed the Phase I remedy alternative from excavation and treatment via solidification/stabilization to Vacuum Enhanced Recovery (VER). In April 2008, the U.S. EPA approved the Remedial Design. On November 19, 2010, the U.S. EPA approved the Phase I Remedial Action Construction Completion Report. The remedial action plan requires implementation and compliance with land and groundwater activity and use limitations at the Lenz Oil Site. The Consent Decree also provides that U.S. EPA may require additional response activity, including changing the remedy, under certain limited circumstances.

C. Grantor wishes to cooperate fully with the Agencies by granting the required environmental covenants at the Site.

D. The Administrative Record for the environmental response project at the Lenz Oil Site (including the Property) is maintained at the U.S. EPA Superfund Record Center, 7th Floor, 77 West Jackson Blvd, Chicago, Illinois 60604. Persons may also contact the Freedom of Information Act ("FOIA") officer, Illinois EPA, 1021 N. Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276 or Lemont Village Hall, 508

Lemont Street, Lemont, IL 60439 for the Administrative Record or other information concerning the Site.

6. Grant of Covenant. Covenant Runs With The Land. Grantor creates this Environmental Covenant pursuant to UECA so that the Activity and Use Limitations and associated terms and conditions set forth herein shall "run with the land" in accordance with Section 5(a) of UECA and shall be binding on Grantor, its heirs, successors and assigns, and on all present and subsequent owners, occupants, lessees or other person acquiring an interest in the Property.

7. Activity and Use Limitations. The following Activity and Use Limitations apply to the use of the Property:

A. The Property shall not be used in any manner that would interfere with or adversely affect the integrity or protectiveness of the remedial action which has been implemented or which will be implemented pursuant to the Consent Decree unless the written consent of U.S. EPA to such use is first obtained. The restrictions on the Property shall include, but are not limited to, not allowing any drilling, digging, building, or the installation, construction, removal or use of any buildings, wells, pipes, roads, ditches or any other structures on the Property unless the written consent of U.S. EPA to such use or activity is first obtained.

B. There shall be no excavating for landscaping, construction or other activities which removes soil from any portion of the Property unless the written consent of U.S. EPA to such use or activity is first obtained.

C. Construction of wells and activities that extract, consume, or otherwise use any groundwater are prohibited on the Property.

D. Notwithstanding the above, implementation of the Work as defined in the Consent Decree shall be permitted and shall not require any further consent of U.S. EPA. Use and maintenance of buildings and equipment present as of the effective date of this Environmental Covenant also shall be permitted and shall not require any further consent of U.S. EPA.

8. Access to the Property. Grantor agrees that U.S. EPA, the Illinois EPA and the Settling Work Defendants, their successors and assigns, and their respective officers, employees, agents contractors, and other invitees (collectively, "Access Grantees") shall have and hereby grants to each of them an unrestricted right of access to the Property to undertake the Permitted Uses described in Paragraph 9 below and, in connection therewith, to use all roads, drives and paths, paved or unpaved, located on the Property. The right of access granted under this Paragraph 8 shall be irrevocable while this Covenant remains in full force and effect.

9. Permitted Uses. The right of access granted under Paragraph 8 of this Environmental Covenant shall provide Access Grantees with access at all reasonable times to the Property, for the purposes of conducting any activity related to the Consent Decree of the purchase of the Property, including but not limited to, the following activities:

- A. Implementing, operating and maintaining the Work pursuant to the Consent Decree;
 - B. Monitoring the Work;
-
- C. Conducting investigations relating to contamination at or near the Property, including, but not limited to, the surface or subsurface erection or placement of physical or mechanical objects necessary to those investigations;
 - D. Obtaining samples;
 - E. Assessing the need for, planning, or implementing additional response actions at or near the Property;
 - F. Verifying any data or information submitted to U.S. EPA or Illinois EPA;
 - G. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Work Defendants or their agents, consistent with Section XXVIII (Access to Information) of the Consent Decree;
 - H. Verifying, assessing, monitoring, implementing and enforcing the Activity and Use Restrictions set forth in Paragraph 7;
 - I. Assessing Settling Work Defendants' compliance with the Consent Decree; and
 - J. Verifying that no action is being taken on the Property in violation of the terms of this instrument, the Work pursuant to the Consent Decree or of any federal or state environmental laws or regulations.

Nothing in this document shall limit or otherwise affect U.S. EPA and Illinois EPA's rights of entry and access or U.S. EPA's and Illinois EPA's authority to take response actions under CERCLA, the National Contingency Plan ("NCP"), RCRA or other federal and state law.

10. Reserved rights of Grantor: Grantor hereby reserves unto itself, its successors, and assigns, including heirs, lessees and occupants, all rights and privileges in and to the

use of the Property which are not incompatible with the activity and use limitations identified herein.

11. **No Public Access and Use:** No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

12. **Future Conveyances, Notice and Reservation:**

A. Grantor agrees to include in any future instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a ~~notice and reservation which is in substantially the following form:~~

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AND GRANTOR SPECIFICALLY RESERVES THE ENVIRONMENTAL COVENANT EXECUTED UNDER THE UNIFORM ENVIRONMENTAL COVENANTS ACT (UECA) AT 765 ILCS CH. 122 RECORDED IN THE OFFICIAL PROPERTY RECORDS OF DUPAGE COUNTY, ILLINOIS ON _____ AS DOCUMENT NO. _____, IN FAVOR OF AND ENFORCEABLE BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AS A UECA HOLDER AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY AS A UECA AGENCY.

B. Grantor agrees to provide written notice to Illinois EPA and U.S. EPA within 30 days after any conveyance of fee title to the Property or any portion of the Property. The notice shall identify the name and contact information of the new Owner, and the portion of the Property conveyed to that Owner.

13. **Enforcement and Compliance.**

A. **Civil Action for Injunction or Equitable Relief.** This Environmental Covenant may be enforced through a civil action for injunctive or other equitable relief for any violation of any term or condition of this Environmental Covenant, including violation of the Activity and Use Limitations under Paragraph 7 and denial of Right of Access under Paragraph 8. Such an action may be brought individually or jointly by:

- i. Settling Work Defendants;
- ii. the Illinois Environmental Protection Agency;
- iii. U.S. Environmental Protection Agency; and
- iv. Peter Tameling Trust.

B. **Other Authorities Not Affected. No Waiver of Enforcement.** All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Nothing in this Environmental Covenant affects U.S. EPA or Illinois EPA's authority to take or require performance of response actions to address releases or threatened releases of hazardous substances or pollutants or contaminants at or from the Property, or to enforce a consent order, consent decree or other settlement

agreement entered into by U.S. EPA or Illinois EPA. Enforcement of the terms of this instrument shall be at the discretion of the Holders, the Settling Work Defendants, the U.S. EPA and Illinois EPA and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Holders, the Settling Work Defendants, U.S. EPA or Illinois EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Holders, the Settling Work Defendants, U.S. EPA or Illinois EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Holders, the Settling Work Defendants, U.S. EPA or Illinois EPA.

C. Former Owners And Interest Holders Subject to Enforcement. An

Owner, or other person that holds any right, title or interest in or to the Property remains subject to enforcement with respect to any violation of this Environmental Covenant by the Owner or other person which occurred during the time when the Owner or other person was bound by this Environmental Covenant regardless of whether the Owner or other person has subsequently conveyed the fee title, or other right, title or interest, to another person.

14. Waiver of certain defenses: This Environmental Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, or acquiescence, or similar doctrine as set forth in Section 9 of UECA.

15. Representations and Warranties: Grantor hereby represents and warrants to the Illinois EPA, U.S. EPA and any other signatories to this Environmental Covenant that, at the time of execution of this Environmental Covenant, that the Grantor has a good and lawful right and power to grant this Environmental Covenant, that the Property is free and clear of encumbrances, except those noted on Appendix C attached hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof. After recording this instrument, Settling Work Defendants will provide a copy of this Environmental Covenant to all holders of record of the encumbrances including those entities noted on Appendix C.

16. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent only if the amendment or termination is signed by the Illinois EPA, U.S. EPA and the current owner of the fee simple of the Property or the Receiver, unless waived by the Agencies.

17. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

Peter Tameling Trust
c/o June Tameling, Administrator
7575 Madison St. Unit 1
Willowbrook, IL 60527

To Holder:

Settling Work Defendants, c/o Alan Bielawski
~~Sidley Austin, One S Dearborn St~~
Chicago, IL 60603

To Agencies:

U.S. Environmental Protection Agency
Superfund Division Director
77 West Jackson Boulevard
Chicago, IL 60604

Illinois Environmental Protection Agency
Chief, Bureau of Land
1021 N. Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

18. Recording and Notice of Environmental Covenant, Amendments and Termination.

A. The Original Environmental Covenant. An Environmental Covenant must be recorded in the Office of the Recorder or Registrar of Titles of the county in which the property that is the subject of the Environmental Covenant is located. Within 30 days after the Illinois EPA and U.S. EPA (whichever is later) sign and deliver to Grantor this Environmental Covenant, the Grantor shall record this Environmental Covenant in the office of the Recorder of Deeds of DuPage County, State of Illinois.

B. Termination, Amendment or Modification. Within 30 days after Illinois EPA and U.S. EPA (whichever is later) sign and deliver to Owner or Receiver/Grantor any termination, amendment or modification of this Environmental Covenant, the Owner or Receiver/Grantor shall record the amendment, modification, or notice of termination of this Environmental Covenant in the office of the County Recorder or Registrar of Titles in which the Property is located.

C. Providing Notice of Covenant, Termination, Amendment or Modification. Within 30 days after recording this Environmental Covenant, the Settling Work Defendants shall transmit a copy of the Environmental Covenant in recorded form to:

- i. the Illinois EPA;
- ii. the U.S. EPA;
- iii. each person holding a recorded interest in the Property, including those interests in Appendix C;
- iv. each person in possession of the Property; and
- v. ~~each political subdivision in which the Property is located.~~

Within 30 days after recording a termination, amendment or modification of this Environmental Covenant, the Owner or Settling Work Defendants shall transmit a copy of the document in recorded form to the persons listed in items i to v above.

19. General Provisions:

A. Controlling law: This Environmental Covenant shall be construed according to and governed by the laws of the State of Illinois and the United States of America.

B. Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Grantor or Holders to affect the purpose of this instrument and the policy and purpose of the environmental response project and its authorizing legislation. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

D. Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

E. Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

20. Effective Date. This Environmental Covenant is effective on the date of acknowledgement of the signature of the Illinois EPA and U.S. EPA, whichever is later.

21. List of Appendices:

Appendix A – Legal Description and Map of the Property

Appendix B – Location of Monitoring Wells
Appendix C – List of Recorded Encumbrances

[Signature Pages to follow]

FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

By *Lisa Bonnett* (signature)

Lisa Bonnett, Director
Illinois Environmental Protection Agency

State of Illinois)
County of *Jackson*) SS.



This instrument was acknowledged before me on *November 15*, 2013, by *Lisa Bonnett*, the Director of the Illinois Environmental Protection Agency, a state agency, on behalf of the State of Illinois.

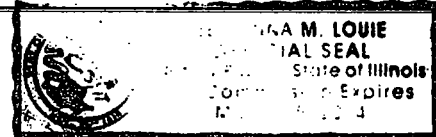
Sherrie A. Elzinga (signature)
Notary Public
My Commission Expires *12/23/2015*

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

On behalf of the Administrator of the
United States Environmental Protection Agency

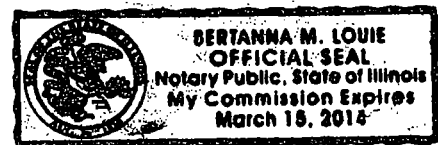
By: Richard C. Karl
Richard C. Karl, Director
Superfund Division
U.S. Environmental Protection Agency, Region 5

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



The foregoing instrument was acknowledged before me this 19th day
of DECEMBER, 2013, by Richard C. Karl, Director, Superfund Division, Region 5 of
the United States Environmental Protection Agency.

Bertanna M. Louie (signature)
Notary Public
My Commission Expires March 15, 2014



APPENDIX A: Legal Description and Map of the Property

The legal description of the Tameling Property is shown as Parcel 2 and Parcel 3 on the following map.

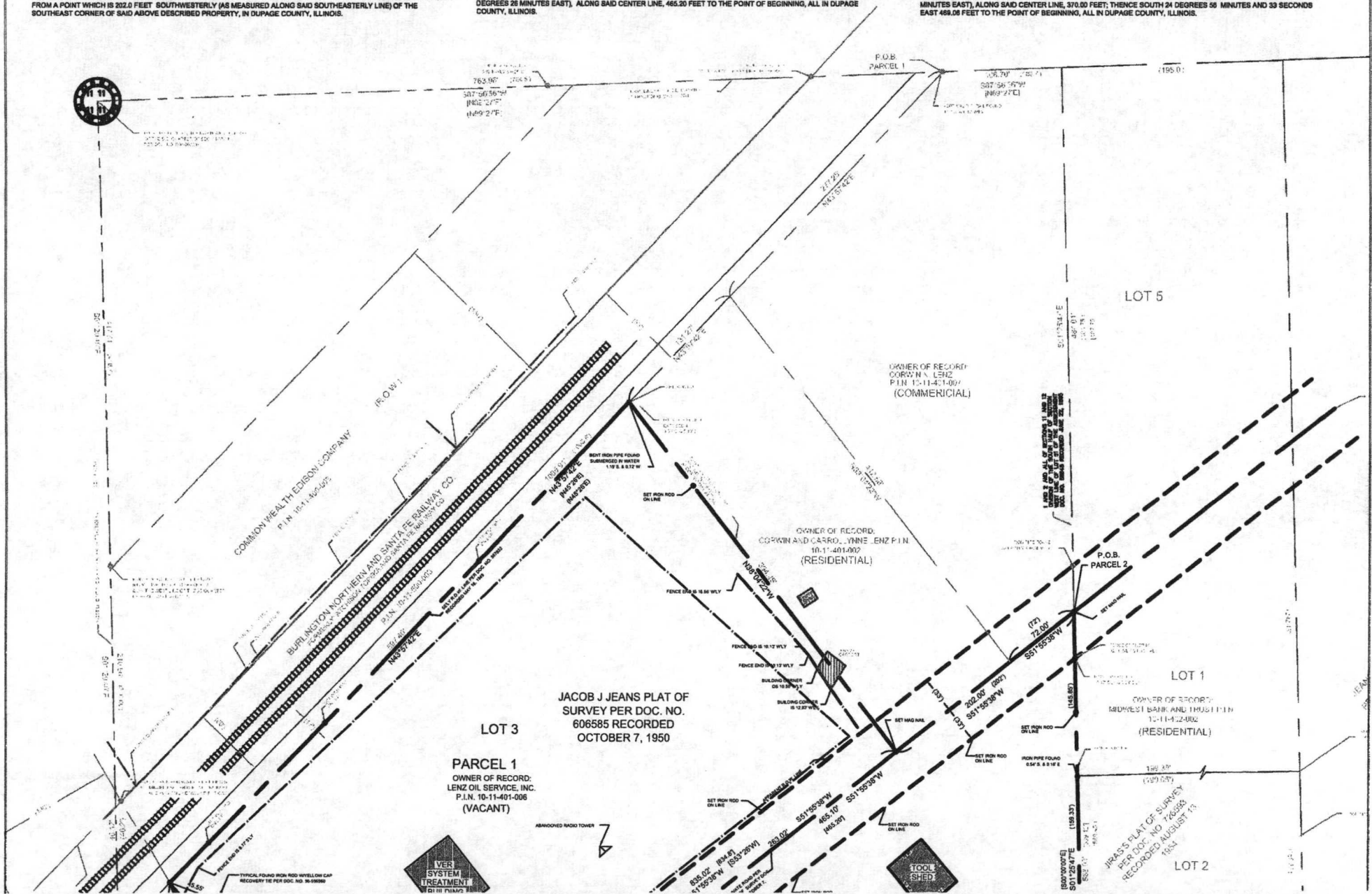
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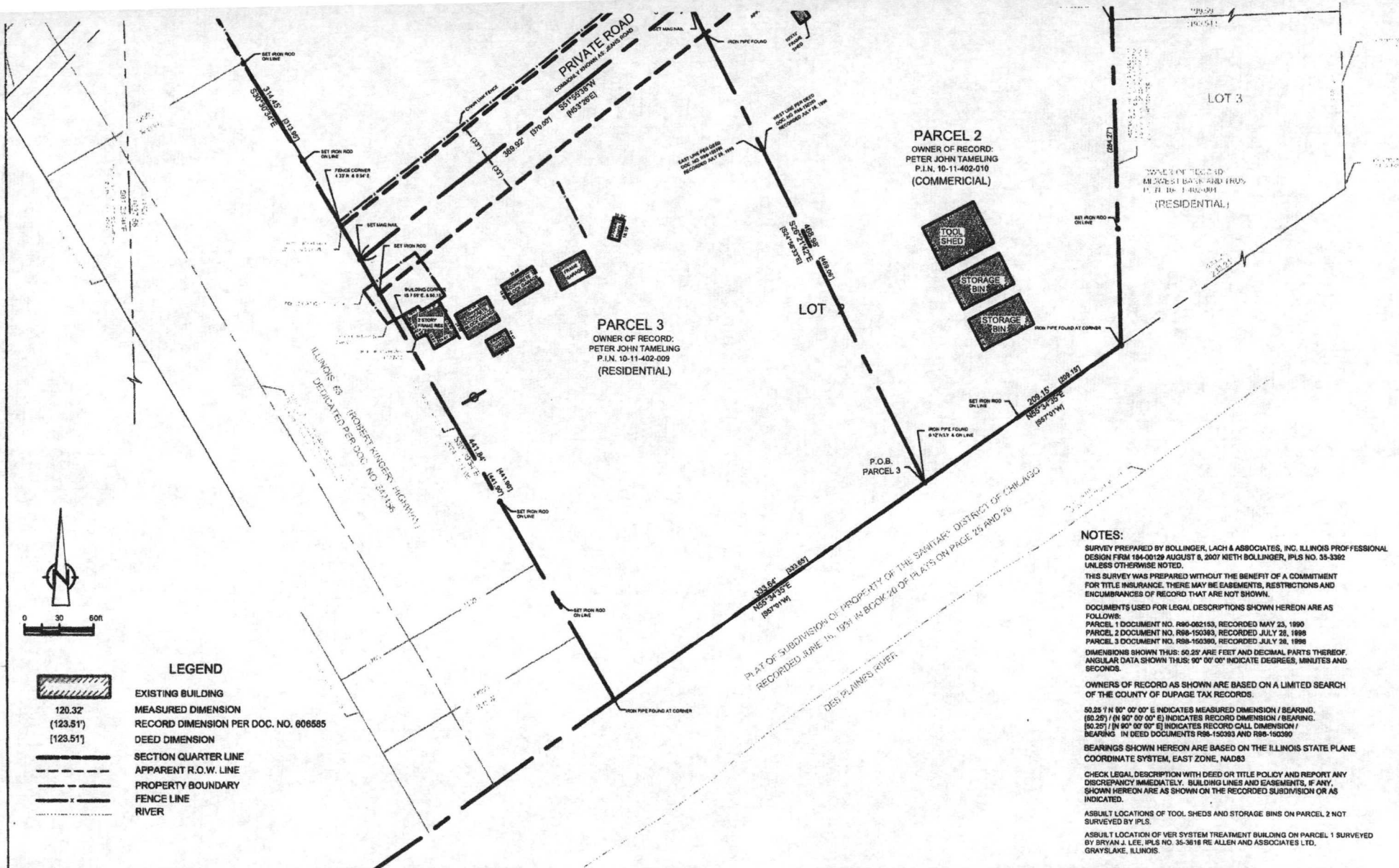
vacant property
on Jeans Road
Lemont Illinois
60439

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 11 AND RUNNING THENCE NORTH 89 DEGREES 27 MINUTES EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 764.5 FEET TO THE SOUTHEASTERLY CORNER OF SAID SOUTHEAST QUARTER, 764.5 FEET; THENCE SOUTHERLY ALONG SAID EAST LINE, 108.7 FEET; THENCE CONTINUING NORTH 89 DEGREES 27 MINUTES EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER, 108.7 FEET TO THE WEST LINE OF LOT 51 OF THE ASSESSMENT DIVISION OF THE SOUTH HALF OF SECTION 2 AND 1 AND ALL OF SECTIONS 14 AND 12 LYING NORTH OF THE NORTH LINE OF THE SANITARY DISTRICT OF CHICAGO, ILLINOIS; THENCE THENCE SOUTHERLY ALONG SAID WEST LINE OF LOT 51, 108.7 FEET TO THE SOUTHWEST CORNER OF SAID LOT 51, 26 MINUTES WEST ALONG SAID CENTER LINE, 83.8 FEET TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE HIGHWAY ROUTE 86 FORMERLY 54; THENCE NORTH-WESTERLY ALONG SAID LINE, 213.95 FEET TO THE SOUTHEASTELY RIGHT-OF-WAY LINE OF SAID SANTA FE RAILROAD AS WIDENED; THENCE NORTH 89 DEGREES 27 MINUTES EAST ALONG SAID RIGHT-OF-WAY LINE, 108.7 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING NORTH-EASTERLY OF A LINE DRAWN NORTH-WESTERLY AT RIGHT ANGLES TO THE SOUTHEASTELY LINE OF SAID SOUTHERLY LINE OF PROPERTY FROM A POINT WHICH IS 202.2 FEET SOUTHWESTERLY (AS MEASURED ALONG SAID SOUTHEASTERLY LINE) OF THE SOUTHEAST CORNER OF SAID ABOVE DESCRIBED PROPERTY, IN DUPAGE COUNTY, ILLINOIS.

THAT PART OF THE SOUTHEAST ¼ SECTION 11, TOWNSHIP 37 NORTH, RANGE 1E, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 11; THENCE NORTH 88 DEGREES 27' 00" WEST ALONG THE EAST LINE OF SAID SECTION 11 FOR A DISTANCE OF 669.12 FEET TO THE CORNER OF LOT 51 OF THE ASSESSMENT DIVISION OF THE SOUTH ½ OF SECTIONS 1 AND 2 AND ALL OF SECTIONS 11 AND 12 LYING NORTH OF THE NORTH LINE OF THE SANITARY DISTRICT OF CHICAGO; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 11 FOR A DISTANCE OF 669.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 00' 00" WEST ALONG PRIVATE ROAD AS SHOWN ON JACOB J. JEAN'S PLAT OF SURVEY RECORDED OCTOBER 7, 1890 AS DOCUMENT 608858, AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID WEST LINE OF LOT 51, A DISTANCE OF 669.12 FEET (DEED = SOUTH, 689.45 FEET) TO THE NORTHERLY LINE OF SAID SECTION 11; THENCE NORTH 88 DEGREES 27' 00" WEST ALONG THE WEST LINE OF SAID SECTION 11 FOR A DISTANCE OF 208.15 FEET, 208.15 FEET; THENCE NORTH 24 DEGREES 58' 00" WEST 33 CONCORDS WEST 489.08 FEET TO SAID CENTER LINE OF A PRIVATE ROAD; THENCE NORTH 88 DEGREES 27' 00" MINUTES 13 SECONDS EAST (DEED = NORTH 83 DEGREES 27' 00" MINUTES 13 SECONDS EAST), ALONG SAID CENTER LINE, 485.20 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 11; THENCE NORTH 86 DEGREES 27 MINUTES EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 871.2 FEET TO THE WEST LINE OF LOT 51 OF THE ASSESSMENT DIVISION OF THE SOUTH 1/4 OF SECTIONS 1 AND 2 AND ALL OF SECTIONS 11 AND 12 LYING NORTH OF THE NORTH LINE OF THE SANITARY DISTRICT OF CHICAGO; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID WEST LINE, 100 FEET TO THE CENTER OF THE WEST LINE OF SAID LOT 51; THENCE SOUTHERLY LINE OF SAID PROPERTY OF THE SANITARY DISTRICT OF CHICAGO, THENCE SOUTH 57 DEGREES 01 MINUTES WEST, ALONG SAID NORTHERLY LINE, 209.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 01 MINUTES WEST, ALONG SAID NORTHERLY LINE, 333.65 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY ROUTE 83 (FORMERLY ROUTE 54); THENCE NORTH 65 DEGREES 05 MINUTES 00 SECONDS WEST, ALONG SAID EASTERLY LINE, 411.84 FEET (DEED = 441.80 FEET) TO THE CENTER LINE OF J. J. O'NEAL ROAD, A 20' WIDE ROAD, AS SHOWN ON THE PLAT OF THE SURVEY OF JANUARY 1, 1950 AS DOCUMENT 605585; THENCE NORTH 33 DEGREES 21 MINUTES 13 SECONDS EAST (DEED = NORTH 33 DEGREES 28 MINUTES EAST), ALONG SAID CENTER LINE, 370.00 FEET; THENCE SOUTH 24 DEGREES 56 MINUTES AND 39 SECONDS EAST 468.00 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.





NOTES:

SURVEY PREPARED BY BOLLINGER, LACH & ASSOCIATES, INC. ILLINOIS PROFESSIONAL DESIGN FIRM 164-00129 AUGUST 8, 2007 MIETH BOLLINGER, IPLS NO. 35-3362 UNLESS OTHERWISE NOTED.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. THERE MAY BE EASEMENTS, RESTRICTIONS AND ENCUMBRANCES OF RECORD THAT ARE NOT SHOWN.

DOCUMENTS USED FOR LEGAL DESCRIPTIONS SHOWN HEREON ARE AS FOLLOWS:

PARCEL 1 DOCUMENT NO. R98-062153, RECORDED MAY 23, 1990

PARCEL 2 DOCUMENT NO. R98-150393, RECORDED JULY 28, 1998

PARCEL 3 DOCUMENT NO. R98-150390, RECORDED JULY 28, 1998

DIMENSIONS SHOWN THUS: 50.25 ARE FEET AND DECIMAL PARTS THEREOF. ANGULAR DATA SHOWN THUS: 90° 00' 00\"/>

OWNERS OF RECORD AS SHOWN ARE BASED ON A LIMITED SEARCH OF THE COUNTY OF DUPAGE TAX RECORDS.



50.25° 1' N 90° 00' 00\"/>

BEARINGS SHOWN HEREON ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83

CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREON ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.

ASBUILT LOCATIONS OF TOOL SHEDS AND STORAGE BINS ON PARCEL 2 NOT SURVEYED BY IPLS.

ASBUILT LOCATION OF VER SYSTEM TREATMENT BUILDING ON PARCEL 1 SURVEYED BY BRYAN J. LEE, IPLS NO. 35-3818 RE ALLEN AND ASSOCIATES LTD, GRAYSLAKE, ILLINOIS.

No.	Revision	Date	Initial	SCALE VERIFICATION		PROPERTY BOUNDARIES	 CONESTOGA-ROVERS & ASSOCIATES				
	THIS BAR MEASURES 1" ON ORIGINAL. ADJUST SCALE ACCORDINGLY.										
	Approved				LEMONT, ILLINOIS	Source Reference:					
					LENZ OIL SITE	Project Manager:	Reviewed By:	Date:			
										T.R.	AUGUST 2011
					Scale: 1:50	Project No: 015169-01	Report No: PRES001	Drawing No: 1			

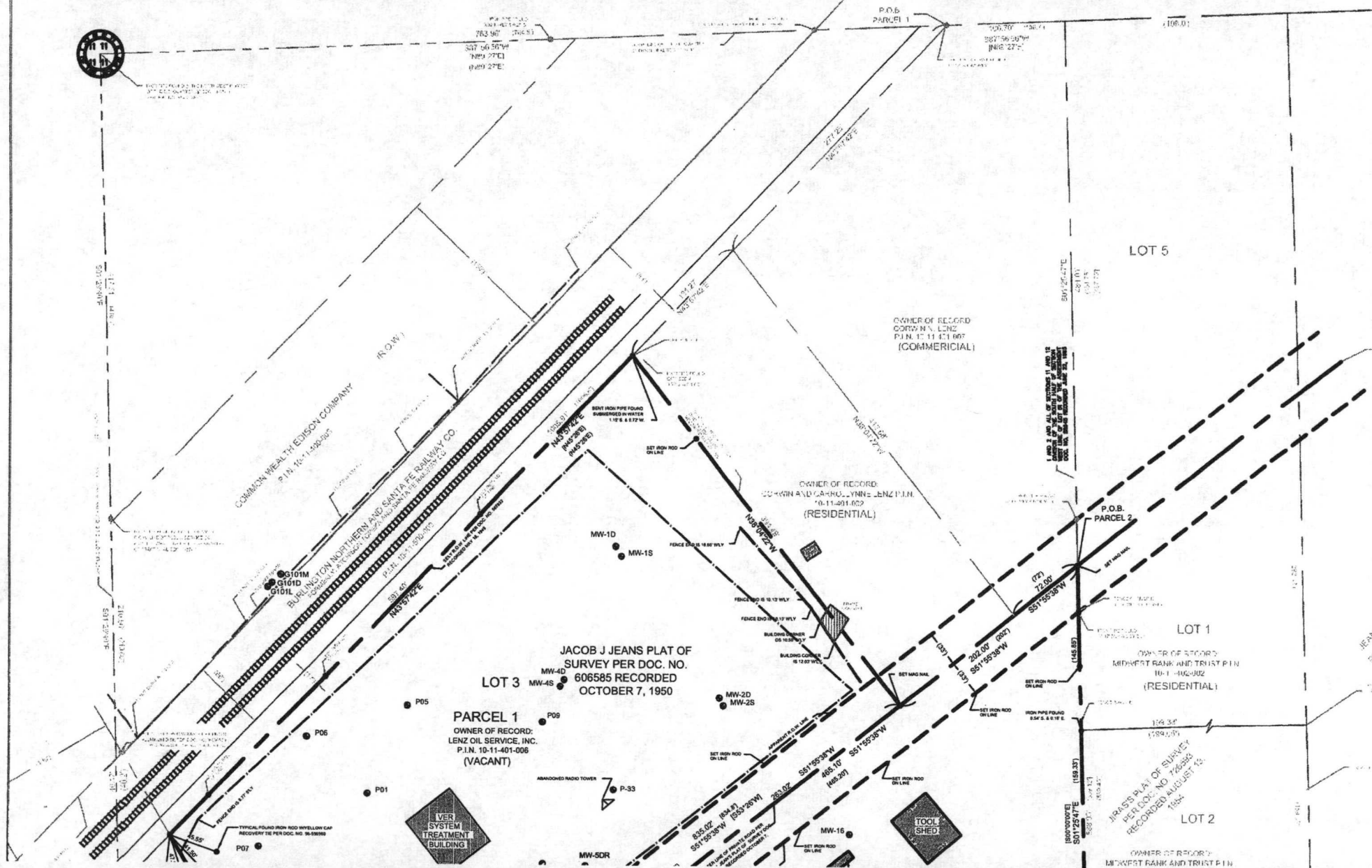
APPENDIX B: Location of Monitoring Wells

Location of Monitoring Wells are shown on Parcels 2 and 3 of the following map.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 11 AND RUNNING THENCE NORTH 89 DEGREES 27 MINUTES EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 784.5 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, AS WIDENED, FOR A PLACE OF BEGINNING; THENCE WEST ALONG SAID RIGHT-OF-WAY LINE 1006.8 FEET TO THE EAST CORNER OF THE SOUTHWEST QUARTER, 1068.2 FEET TO THE WEST LINE OF LOT 51 OF THE ASSESSMENT DIVISION OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHWEST ALONG SAID SECTION 11, 487.75 FEET TO THE CENTER LINE OF A PRIVATE ROAD; THENCE SOUTH 83 DEGREES 15 MINUTES WEST ALONG SAID CENTER LINE TO THE EAST CORNER OF THE RIGHT-OF-WAY OF THE STATE HIGHWAY ROUTE 83 FORMERLY 64; THENCE NORTHWESTERLY ALONG SAID LINE, 316.7 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID SANTA FE RAILROAD AS WIDENED; THENCE NORTH 45 DEGREES 26 MINUTES EAST ALONG SAID WIDENED RIGHT-OF-WAY LINE 1006.8 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN NORTHWESTERLY AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF THE ABOVE DESCRIBED PROPERTY, AS SHOWN BY THE ADJACENT MAP OF SAID SECTION 11, TOWNSHIP 3 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTHWESTERLY LINE OF THE ABOVE DESCRIBED PROPERTY, IN DUPAGE COUNTY, ILLINOIS.

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 11; THENCE NORTH 88 DEGREES 27 MINUTES EAST, ALONG THE NORTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 871.2 FEET TO THE WEST LINE OF LOT 16 OF SAID SECTION 11; THENCE WEST 90 DEGREES 00 MINUTES ALONG SAID WEST LINE OF LOT 16, A DISTANCE OF 100.0 FEET TO THE NORTH LINE OF THE NORTH LINE OF THE SANITARY DISTRICT OF CHICAGO; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID WEST LINE, 483.14 FEET (DEED = SOUTH, 484.75 FEET) TO THE CENTER LINE OF A 66.0 FOOT WIDE ALLEY; THENCE SOUTH 88 DEGREES 27 MINUTES EAST, ALONG SAID CENTER LINE, A DISTANCE OF 100.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID WEST LINE OF LOT 16, A DISTANCE OF 589.12 FEET (DEED = SOUTH, 588.45 FEET) TO THE NORTHERLY LINE OF SAID SANITARY DISTRICT OF CHICAGO; THENCE NORTH 88 DEGREES 27 MINUTES EAST, ALONG SAID NORTHERLY LINE, 209.15 FEET; THENCE NORTH 24 DEGREES 58 MINUTES 33 SECONDS WEST 469.09 FEET TO THE CENTER LINE OF A PRIVATE ROAD; THENCE NORTH 88 DEGREES 27 MINUTES 13 SECONDS EAST (DEED = NORTH 83 DEGREES 20 MINUTES EAST), ALONG SAID CENTER LINE, 483.20 FEET TO THE POINT OF BEGINNING, ALL IN DUPLICATE OF THE ORIGINAL RECORD.

THAT PART OF THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 1E, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 11; THENCE NORTH 89 DEGREES 27 MINUTES EAST, ALONG THE NORTH LINE OF SAID SOUTH EAST ¼, A DISTANCE OF 871.2 FEET TO THE WEST LINE OF LOT 51 OF SAID SUBDIVISION; THENCE SOUTH 60 DEGREES 15 MINUTES WEST, ALONG SAID WEST LINE OF LOT 51, A DISTANCE OF 209.15 FEET TO THE NORTH LINE OF THE SANITARY DISTRICT OF CHICAGO; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID WEST LINE, 107.26 FEET (DEED = SOUTH, 1074.20 FEET) TO THE NORTHERLY LINE OF SAID PROPERTY OF THE CITY OF CHICAGO; THENCE NORTH 89 DEGREES 27 MINUTES EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 209.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUOUS SOUTHWEST 57 DEGREES 01 MINUTE WEST, ALONG SAID NORTHERLY LINE, 333.65 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY ROUTE 54; THENCE NORTHWEST 09 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO THE CENTER LINE OF A PRIVATE ROAD AS SHOWN ON JACOB J. JEAN'S PLAN OF SURVEY RECORDED UNDER NO. 1950 AS DOCUMENT #009585; THENCE NORTH 53 DEGREES 21 MINUTES 18 SECONDS EAST (DEED = NORTH 53 DEGREES 26 MINUTES EAST), ALONG SAID CENTER LINE, 370.00 FEET; THENCE SOUTH 24 DEGREES 58 MINUTES 33 SECONDS WEST, ALONG SAID CENTER LINE, 370.00 FEET; THENCE SOUTH 24 DEGREES 58 MINUTES 33 SECONDS WEST, ALONG SAID CENTER LINE, 370.00 FEET.



APPENDIX C: List of Recorded Encumbrances

COMMITMENT FOR TITLE INSURANCE



Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, for valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements, all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

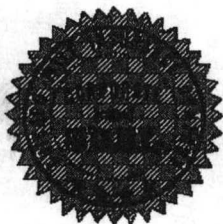
The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued By:

CHICAGO TITLE INSURANCE COMPANY
10 S. LASALLE ST. 3100
CHICAGO, IL 60603

Refer Inquiries To:
(312) 223-3005



CHICAGO TITLE INSURANCE COMPANY

By

Authorized Signatory

Commitment No.:

1401 880012672 D2

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

YOUR REFERENCE: Informational - Shell Bliwise

ORDER NO.: 1401 880012672 D2

EFFECTIVE DATE: APRIL 22, 2013

1. POLICY OR POLICIES TO BE ISSUED:

OWNER'S POLICY: ALTA OWNERS 2006
AMOUNT: \$10,000.00
PROPOSED INSURED: NONE.

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS AT THE EFFECTIVE DATE VESTED IN:
PETER JOHN TAMELING, AS TRUSTEE OF THE PETER JOHN TAMELING TRUST DATED FEBRUARY 23, 1998

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 880012672 D2

4A. LOAN POLICY 1 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

4B. LOAN POLICY 2 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 880012672 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 11; THENCE NORTH 89 DEGREES 27 MINUTES EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 871.2 FEET TO THE WEST LINE OF LOT 51 OF THE ASSESSMENT DIVISION OF THE SOUTH 1/2 OF SECTIONS 1 AND 2 AND ALL OF SECTIONS 11 AND 12 LYING NORTH OF THE NORTH LINE OF THE SANITARY DISTRICT OF CHICAGO; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID WEST LINE, 1072.26 FEET (DEED = SOUTH, 1074.20 FEET) TO THE NORTHERLY LINE OF SAID PROPERTY OF THE SANITARY DISTRICT OF CHICAGO; THENCE SOUTH 57 DEGREES 01 MINUTES WEST, ALONG SAID NORTHERLY LINE, 209.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 57 DEGREES 01 MINUTES WEST, ALONG SAID NORTHERLY LINE, 333.65 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY ROUTE 83 (FORMERLY ROUTE 54); THENCE NORTH 29 DEGREES 05 MINUTES 14 SECONDS WEST, ALONG SAID EASTERLY LINE, 441.84 FEET (DEED = 484.90 FEET) TO THE CENTER LINE OF A PRIVATE ROAD AS SHOWN ON JACOB J. JEAN'S PLAT OF SURVEY RECORDED OCTOBER 7, 1950 AS DOCUMENT 606585; THENCE NORTH 53 DEGREES 21 MINUTES 13 SECONDS EAST (DEED = NORTH 53 DEGREES 26 MINUTES EAST), ALONG SAID CENTER LINE, 370.00 FEET; THENCE SOUTH 24 DEGREES 56 MINUTES 33 SECONDS EAST, 469.06 FEET TO THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 11; THENCE NORTH 89 DEGREES 27 MINUTES EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 871.2 FEET TO THE WEST LINE OF LOT 51 OF THE ASSESSMENT DIVISION OF THE SOUTH 1/2 OF SECTIONS 1 AND 2 AND ALL OF SECTIONS 11 AND 12 LYING NORTH OF THE NORTH LINE OF THE SANITARY DISTRICT OF CHICAGO; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID WEST LINE, 483.14 FEET (DEED = 484.75 FEET) TO THE CENTER LINE OF A PRIVATE ROAD AS SHOWN ON JACOB J. JEAN'S PLAT OF SURVEY RECORDED OCTOBER 7, 1950 AS DOCUMENT 606585, AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID WEST LINE OF LOT 51, A DISTANCE OF 589.12 FEET (DEED = SOUTH, 589.45 FEET) TO THE NORTHERLY LINE OF SAID PROPERTY OF THE SANITARY DISTRICT OF CHICAGO; THENCE SOUTH 57 DEGREES 01 MINUTES WEST, ALONG SAID NORTHERLY LINE, 209.15 FEET; THENCE NORTH 24 DEGREES 56 MINUTES 33 SECONDS WEST, 469.06 FEET TO SAID CENTER LINE OF A PRIVATE ROAD; THENCE NORTH 53 DEGREES 21 MINUTES 13 SECONDS EAST (DEED = NORTH 53 DEGREES 26 MINUTES EAST), ALONG SAID CENTER LINE, 465.20 FEET TO THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO.: 1401 880012672 D2

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

GENERAL EXCEPTIONS

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
6. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:

A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;

B. A PROPERLY EXECUTED ALTA STATEMENT;

MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

7. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

A 8. THIS PRODUCT (SEARCH/COMMITMENT) HAS BEEN PROVIDED TO THE CUSTOMER AT THEIR REQUEST FOR INFORMATIONAL PURPOSES ONLY. THE LIABILITY OF THE COMPANY HEREUNDER FOR ANY ERRORS OR OMISSIONS IS HEREBY LIMITED TO THE ACTUAL DOLLAR AMOUNT PAID BY THE CUSTOMER TO THE COMPANY FOR THIS PRODUCT.

B 9. NOTE FOR ADDITIONAL INFORMATION: THE DUPAGE COUNTY RECORDER REQUIRES THAT ANY DOCUMENTS PRESENTED FOR RECORDING CONTAIN THE FOLLOWING INFORMATION:

- A. THE NAME AND ADDRESS OF THE PARTY WHO PREPARED THE DOCUMENT;
- B. THE NAME AND ADDRESS OF THE PARTY TO WHOM THE DOCUMENT SHOULD BE MAILED AFTER RECORDING;
- C. ALL PERMANENT REAL ESTATE TAX INDEX NUMBERS OF ANY PROPERTY LEGALLY DESCRIBED IN THE DOCUMENT;
- D. THE ADDRESS OF ANY PROPERTY LEGALLY DESCRIBED IN THE DOCUMENT;
- E. ALL DEEDS SHOULD CONTAIN THE ADDRESS OF THE GRANTEE AND SHOULD ALSO NOTE THE NAME AND ADDRESS OF THE PARTY TO WHOM THE TAX BILLS SHOULD BE SENT.
- F. ANY DEEDS CONVEYING UNSUBDIVIDED LAND, OR, PORTIONS OF SUBDIVIDED LAND, MAY NEED TO BE ACCOMPANIED BY A PROPERLY EXECUTED "PLAT ACT AFFIDAVIT."

IN ADDITION, PLEASE NOTE THAT THE MUNICIPALITIES OF ADDISON, AURORA, BARTLETT, BOLINGBROOK, CAROL STREAM, ELK GROVE VILLAGE, ELMHURST, GLENDALE HEIGHTS, GLEN ELLYN, HANOVER PARK, NAPERVILLE, SCHAUMBURG, WEST CHICAGO, WHEATON, AND WOODRIDGE HAVE ENACTED TRANSFER TAX ORDINANCES. TO RECORD A CONVEYANCE OF LAND

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 880012672 D2

LOCATED IN THESE MUNICIPALITIES, THE REQUIREMENTS OF THE TRANSFER TAX ORDINANCES MUST BE MET. A CONVEYANCE OF PROPERTY IN THESE CITIES MAY NEED TO HAVE THE APPROPRIATE TRANSFER TAX STAMPS AFFIXED BEFORE IT CAN BE RECORDED.

FURTHERMORE, ALL DEEDS AND MORTGAGES SHOULD INCLUDE THE CURRENT MARITAL STATUS OF ALL INDIVIDUAL PARTIES, WHERE APPROPRIATE. A SPOUSE OF AN INDIVIDUAL GRANTOR OR MORTGAGOR MAY HAVE TO SIGN THE DEED OR MORTGAGE IN ORDER TO RELEASE ANY APPLICABLE HOMESTEAD INTEREST.

THIS EXCEPTION WILL NOT APPEAR ON THE POLICY WHEN ISSUED.

C 10. TAXES FOR THE YEARS 2012 AND 2013.

TAXES FOR THE YEAR 2012 ARE PAYABLE IN 2 INSTALLMENTS.

THE FIRST INSTALLMENT AMOUNTING TO \$1,335.99 IS NOT DELINQUENT BEFORE JUNE 4, 2013.

THE SECOND INSTALLMENT AMOUNTING TO \$1,335.99 IS NOT DELINQUENT BEFORE SEPTEMBER 4, 2013.

TAXES FOR THE YEAR 2013 ARE NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER: 10-11-402-009

(AFFECTS PARCEL 1)

V 11. TAXES FOR THE YEARS 2012 AND 2013.

TAXES FOR THE YEAR 2012 ARE PAYABLE IN 2 INSTALLMENTS.

THE FIRST INSTALLMENT AMOUNTING TO \$3,491.21 IS NOT DELINQUENT BEFORE JUNE 4, 2013.

THE SECOND INSTALLMENT AMOUNTING TO \$3,491.21 IS NOT DELINQUENT BEFORE SEPTEMBER 4, 2013.

TAXES FOR THE YEAR 2013 ARE NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER: 10-11-402-010

(AFFECTS PARCEL 2)

L 12. LIFE ESTATE OF JOSEPHINE WILLIAMS AS CREATED BY DEED DATED MARCH 1, 1996 AND RECORDED MARCH 6, 1996 AS DOCUMENT NUMBER R96-37026.

(AFFECTS PARCEL 1)

E 13. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B (CONTINUED)

ORDER NO.: 1401 880012672 D2

- F 14. WE SHOULD BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR, IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY SUCH PROPERTY MANAGER.
- G 15. TERMS, POWERS, PROVISIONS AND LIMITATIONS OF THE TRUST UNDER WHICH TITLE TO THE LAND IS HELD.
- H 16. A PROPERLY CERTIFIED COPY OF THE ORIGINAL TRUST AGREEMENT UNDER WHICH TITLE TO THE LAND IS HELD, TOGETHER WITH A STATEMENT IN WRITING BY THE TRUSTEE THAT IT WILL PRODUCE THE ORIGINAL AGREEMENT UPON REQUEST, SHOULD BE FURNISHED, AND THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, AS THEN MAY BE DEEMED NECESSARY.
- I 17. NOTE: THE LAND DESCRIBED IN SCHEDULE A EITHER IS UNSUBDIVIDED PROPERTY OR CONSTITUTES PART OF A SUBDIVIDED LOT. AS A RESULT, A PLAT ACT AFFIDAVIT SHOULD ACCOMPANY ANY CONVEYANCE TO BE RECORDED. IN THE ALTERNATIVE, COMPLIANCE SHOULD BE HAD WITH THE PROVISIONS OF THE PLAT ACT (765 ILCS 205/1 ET SEQ.).
- J 18. EASEMENT OVER THE THE LAND FOR INGRESS AND EGRESS TO PROPERTY EAST AND ADJOINING CONTAINED EASEMENT AGREEMENT BY AND BETWEEN JACOB J. JEANS AND EDWARD WEITLINE AND CLARA H. WEITLING, HIS WIFE, DATED JULY 14, 1943 AND RECORDED JULY 24, 1943 AS DOCUMENT 451483 AND ALSO AS SHOWN ON THE PLAT OF SURVEY RECORDED OCTOBER 7, 1950 AS DOCUMENT 606585.

(FOR FURTHER PARTICULARS, SEE RECORD.)

(AFFECTS THE NORTHWESTERLY 33 FEET OF THE LAND)

- P 19. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.
- K 20. FRONTAGE PERMIT MADE BY FRED LENZ TO STANDARD OIL COMPANY, AN INDIANA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO LAY, MAINTAIN, OPERATE, REPLACE AND REMOVE A PIPELINE FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS, UPON, UNDER AND WITHIN THE EAST SIDE OF THE PUBLIC HIGHWAY RIGHT OF WAY KNOWN AS ILLINOIS ROUTE 83, ON OR ADJOINING THE GRANTOR'S LAND. SAID PERMIT MADE UPON THE CONDITION THAT STANDARD OIL COMPANY PAY ANY DAMAGES WHICH MAY ARISE TO GRANTOR'S INGRESS AND EGRESS ROADWAYS, CULVERTS, WALKS, FENCES OR OTHER IMPROVEMENTS OF GRANTORS, FROM THE EXERCISE OF THE RIGHTS THEREIN GRANTED. SAID PIPELINE SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH A STATE PERMIT AND SPECIFICATIONS AND AT THE RISK AND EXPENSE OF STANDARD OIL COMPANY. THE TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT SHALL EXTEND TO AND BE BINDING UPON THE HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVE, SUCESSORS AND ASSIGNS OF THE PARTIES THERETO, DATED AUGUST 12, 1958 AND RECORDED OCTOBER 21, 1959 AS DOCUMENT 944464.

ASSIGNMENT OF RIGHTS OF WAY TO THE AMERICAN OIL COMPANY, A MARYLAND CORPORATION DATED DECEMBER 31, 1960 AND RECORDED MARCH 23, 1961 AS DOCUMENT R61-786.

(AFFECTS AFFECTS THE LAND AND OTHER PROPERTY)

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 880012672 D2

O 21. FRONTAGE PERMIT TO WEST SHORE PIPE LINE CO., A DELAWARE CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO LAY, MAINTAIN, OPERATE, REPLACE AND REMOVE A PIPELINE FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS, UPON, UNDER AND WITHIN THE EAST SIDE OF THE PUBLIC HIGHWAY RIGHT OF WAY KNOWN AS ILLINOIS ROUTE 83, ON OR ADJOINING THE GRANTOR'S LAND. SAID PERMIT MADE UPON THE CONDITION THAT STANDARD OIL COMPANY PAY ANY DAMAGES WHICH MAY ARISE TO GRANTOR'S INGRESS AND EGRESS ROADWAYS, CULVERTS, WALKS, FENCES OR OTHER IMPROVEMENTS OF GRANTORS, FROM THE EXERCISE OF THE RIGHTS THEREIN GRANTED. SAID PIPELINE SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH A STATE PERMIT AND SPECIFICATIONS AND AT THE RISK AND EXPENSE OF STANDARD OIL COMPANY. THE TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT SHALL EXTEND TO AND BE BINDING UPON THE HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVE, SUCESSORS AND ASSIGNS OF THE PARTIES THERETO, DATED SEPTEMBER 1, 1959 AND RECORDED OCTOBER 11, 1960 AS DOCUMENT 982997.

N 22. GATE JUNCTION CONTRACT RECORDED OCTOBER 21, 1959 AS DOCUMENT 944463 GRANTED TO STANDARD OIL COMPANY FOR PIPELINE OR OTHER GATE VALVES AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2; THENCE NORTHWESTERLY ALONG THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE 83, A DISTANCE OF 263 FEET TO A POINT OF BEGINNING; THENCE NORTHEASTERLY PERPENDICULAR TO SAID RIGHT OF WAY LINE A DISTANCE OF 25 FEET; THENCE NORTHWESTERLY, PARALLEL TO SAID RIGHT OF WAY LINE A DISTANCE OF 25 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO SAID RIGHT OF WAY LINE A DISTANCE OF 25 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 25 FEET, ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

NOTE: BY ASSIGNMENT RECORDED MARCH 23, 1961 AS DOCUMENT R61-786, STANDARD OIL COMPANY CONVEYED ALL RIGHT, TITLE AND INTEREST IN SAID CONTRACT TO AMERICAN OIL COMPANY.

Q 23. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS, LATERALS AND UNDERGROUND PIPES, IF ANY.

R FOR ALL ILLINOIS PROPERTY: FOR COMMITMENT ONLY

EFFECTIVE JUNE 1, 2009, PURSUANT TO PUBLIC ACT 95-988, SATISFACTORY EVIDENCE OF IDENTIFICATION MUST BE PRESENTED FOR THE NOTARIZATION OF ANY AND ALL DOCUMENTS NOTARIZED BY AN ILLINOIS NOTARY PUBLIC. UNTIL JULY 1, 2013, SATISFACTORY IDENTIFICATION DOCUMENTS ARE DOCUMENTS THAT ARE VALID AT THE TIME OF THE NOTARIAL ACT; ARE ISSUED BY A STATE OF FEDERAL GOVERNMENT AGENCY; BEAR THE PHOTOGRAPHIC IMAGE OF THE INDIVIDUAL'S FACE; AND BEAR THE INDIVIDUAL'S SIGNATURE.

S "BE ADVISED THAT THE "GOOD FUNDS" SECTION OF THE TITLE INSURANCE ACT (215 ILCS 155/26) BECOMES EFFECTIVE 1-1-2010. THIS ACT PLACES LIMITATIONS UPON THE SETTLEMENT AGENT'S ABILITY TO ACCEPT CERTAIN TYPES OF DEPOSITS INTO ESCROW.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 880012672 D2

PLEASE CONTACT YOUR LOCAL CHICAGO TITLE OFFICE REGARDING THE APPLICATION OF
THIS NEW LAW TO YOUR TRANSACTION."

** END **

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

ORDER NO.: 1401 880012672 D2

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 or these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

CHICAGO TITLE INSURANCE COMPANY

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information or to set-up an Exchange, please call Scott Nathanson at (312) 223-2178 or Anna Barsky at (312) 223-2169.

Effective Date: May 1, 2008

**Fidelity National Financial, Inc.
Privacy Statement**

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information and income information;

Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;

Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transactions, account balances, and credit card information; and

Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connections with an insurance transactions;

To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;

To an insurance regulatory authority, or law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;

To companies that perform marketing services on our behalf or to other financial institutions with which we have had joint marketing agreements and/or

To lenders, lien holders, judgement creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information:

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity.

Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

U.S. ENVIRONMENTAL
PROTECTION AGENCY

NOV 21 2013

OFFICE OF REGIONAL
COUNSEL

Environmental Covenant
Recorded on Mar.17, 2014



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
MAR.17,2014 RHSP 10:58 AM
OTHER 10-11-401-006
029 PAGES R2014-021511

This instrument was prepared by:

Name: Shell J. Bleiweiss
Address: 1 S. Dearborn St. Suite 2100
Chicago, IL 60603-2307

Please return this instrument to:

Name: Shell J. Bleiweiss
Address: 1 S. Dearborn St. Suite 2100
Chicago, IL 60603-2307

ENVIRONMENTAL COVENANT

1. This Environmental Covenant is made this [REDACTED] day of [REDACTED] 2013, by and among Charles W. and Nancy J. Russell (Grantor) and the Holder/Grantee further identified in paragraph 3 below pursuant to the Uniform Environmental Covenants Act, 765 ILCS Ch. 122 (UECA) for the purpose of subjecting the Property to the activity and use limitations described herein.

2. **Property and Grantor.**

Vacant Land

A. **Property:** The real property subject to this Environmental Covenant is located at Route 83 and Jeans Rd, Lemont, DuPage County, Illinois 60439 and is legally described in Appendix A, hereinafter referred to as the "Property".

B. **Grantor:** Charles W. and Nancy J. Russell are the current fee owner of the Property and are the "Grantor" of this Environmental Covenant. The mailing address of the Grantor is 16994 Whiteoak Ridge Road, Pea Ridge, AK, 72751.

3. **Holder (and Grantee for purposes of indexing).** Illinois EPA and the Settling Work Defendants (as defined herein, paragraph 5. B.) are the Holders (and Grantees for purposes of indexing) of this Environmental Covenant pursuant to its authority under Section 3(b) of UECA. The mailing address of the Illinois EPA is 1021 N. Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276. The mailing

address of the Settling Work Defendants is c/o Alan Bielawski, Sidley Austin, One S. Dearborn St, Chicago, IL 60603.

4. **Agencies.** The Illinois EPA and the U.S. EPA are "Agencies" within the meaning of Section 2(2) of UECA. The Agencies have approved the environmental response project described in paragraph 5 below and may enforce this Environmental Covenant pursuant to Section 11 of UECA.

5. **Environmental Response Project and Administrative Record.**

A. This Environmental Covenant arises under an environmental response project as defined in Section 2(5) of UECA.

B. The Property is part of the Lenz Oil Superfund Site, which the U.S. EPA, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B. In a Record of Decision (ROD) signed by the U.S. EPA Region 5 Superfund Division Director on September 30, 1999, the U.S. EPA approved a plan for environmental remediation of the Site. In the Consent Decree signed on August 14, 2002, *United States of America and the State of Illinois v. Alpha Construction, et al.*, Case No. 02 C 3609 (N.D. Ill.), Settling Work Defendants, as defined in the Consent Decree at p. 14 and listed in Appendix D.1 to the Consent Decree agreed to implement the remedial action plan in the ROD including the excavation of the principal threat area, the treatment of the contaminated material via solidification/stabilization (S/S), the disposal of the treated material within a corrective action management unit (CAMU), and the implementation of a pump-and-treat system for contaminants that remain in the aquifer after the other actions are completed. In April 2007, the U.S. EPA issued an Explanation of Significant Differences (ESD) that changed the Phase I remedy alternative from excavation and treatment via solidification/stabilization to Vacuum Enhanced Recovery (VER). In April 2008, the U.S. EPA approved the Remedial Design. On November 19, 2010, the U.S. EPA approved the Phase I Remedial Action Construction Completion Report. The remedial action plan requires implementation and compliance with land and groundwater activity and use limitations at the Lenz Oil Site. The Consent Decree also provides that U.S. EPA may require additional response activity, including changing the remedy, under certain limited circumstances.

C. Grantor wishes to cooperate fully with the Agencies by granting the required environmental covenants at the Site.

D. The Administrative Record for the environmental response project at the Lenz Oil Site (including the Property) is maintained at the U.S. EPA Superfund Record Center, 7th Floor, 77 West Jackson Blvd, Chicago, Illinois 60604. Persons may also contact the Freedom of Information Act ("FOIA") officer, Illinois EPA, 1021 N. Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276 or Lemont Village Hall, 508

Lemont Street, Lemont, IL 60439 for the Administrative Record or other information concerning the Site.

6. **Grant of Covenant. Covenant Runs With The Land.** Grantor creates this Environmental Covenant pursuant to UECA so that the Activity and Use Limitations and associated terms and conditions set forth herein shall "run with the land" in accordance with Section 5(a) of UECA and shall be binding on Grantor, its heirs, successors and assigns, and on all present and subsequent owners, occupants, lessees or other person acquiring an interest in the Property.

7. **Activity and Use Limitations.** The following Activity and Use Limitations apply to the use of the Property:

A. The Property shall not be used in any manner that would interfere with or adversely affect the integrity or protectiveness of the remedial action which has been implemented or which will be implemented pursuant to the Consent Decree unless the written consent of U.S. EPA to such use is first obtained. The restrictions on the Property shall include, but are not limited to, not allowing any drilling, digging, building, or the installation, construction, removal or use of any buildings, wells, pipes, roads, ditches or any other structures on the Property unless the written consent of U.S. EPA to such use or activity is first obtained.

B. There shall be no excavating for landscaping, construction or other activities which removes soil from any portion of the Property unless the written consent of U.S. EPA to such use or activity is first obtained.

C. Construction of wells and activities that extract, consume, or otherwise use any groundwater are prohibited on the Property.

D. Notwithstanding the above, implementation of the Work as defined in the Consent Decree shall be permitted and shall not require any further consent of U.S. EPA. Use and maintenance of buildings and equipment present as of the effective date of this Environmental Covenant also shall be permitted and shall not require any further consent of U.S. EPA.

8. **Access to the Property.** Grantor agrees that U.S. EPA, the Illinois EPA and the Settling Work Defendants, their successors and assigns, and their respective officers, employees, agents contractors, and other invitees (collectively, "Access Grantees") shall have and hereby grants to each of them an unrestricted right of access to the Property to undertake the Permitted Uses described in Paragraph 9 below and, in connection therewith, to use all roads, drives and paths, paved or unpaved, located on the Property. The right of access granted under this Paragraph 8 shall be irrevocable while this Covenant remains in full force and effect.

9. **Permitted Uses.** The right of access granted under Paragraph 8 of this Environmental Covenant shall provide Access Grantees with access at all reasonable times to the Property, for the purposes of conducting any activity related to the Consent Decree, including but not limited to, the following activities:

- A. Implementing, operating and maintaining the Work pursuant to the Consent Decree;
- B. Monitoring the Work;
- C. Conducting investigations relating to contamination at or near the Property including, but not limited to, the surface or subsurface erection or placement of physical or mechanical objects necessary to those investigations;
- D. Obtaining samples;
- E. Assessing the need for, planning, or implementing additional response actions at or near the Property;
- F. Verifying any data or information submitted to U.S. EPA or Illinois EPA;
- G. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Work Defendants or their agents, consistent with Section XXVIII (Access to Information) of the Consent Decree;
- H. Verifying, assessing, monitoring, implementing and enforcing the Activity and Use Restrictions set forth in Paragraph 7;
- I. Assessing Settling Work Defendants' compliance with the Consent Decree; and
- J. Verifying that no action is being taken on the Property in violation of the terms of this instrument, the Work pursuant to the Consent Decree or of any federal or state environmental laws or regulations.

Nothing in this document shall limit or otherwise affect U.S. EPA and Illinois EPA's rights of entry and access or U.S. EPA's and Illinois EPA's authority to take response actions under CERCLA, the National Contingency Plan ("NCP"), RCRA or other federal and state law.

10. **No Public Access and Use:** No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

11. **Future Conveyances, Notice and Reservation:**

A. Grantor agrees to include in any future instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice and reservation which is in substantially the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AND GRANTOR SPECIFICALLY RESERVES THE ENVIRONMENTAL COVENANT EXECUTED UNDER THE UNIFORM ENVIRONMENTAL COVENANTS ACT (UECA) AT 765 ILCS CH. 122 RECORDED IN THE OFFICIAL PROPERTY RECORDS OF DUPAGE COUNTY, ILLINOIS ON _____ AS DOCUMENT NO. _____, IN FAVOR OF AND ENFORCEABLE BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AS A UECA HOLDER AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY AS A UECA AGENCY.

B. Grantor agrees to provide written notice to Illinois EPA and U.S. EPA within 30 days after any conveyance of fee title to the Property or any portion of the Property. The notice shall identify the name and contact information of the new Owner, and the portion of the Property conveyed to that Owner.

12. Enforcement and Compliance.

A. **Civil Action for Injunction or Equitable Relief.** This Environmental Covenant may be enforced through a civil action for injunctive or other equitable relief for any violation of any term or condition of this Environmental Covenant, including violation of the Activity and Use Limitations under Paragraph 7 and denial of Right of Access under Paragraph 8. Such an action may be brought individually or jointly by:

- i. Settling Work Defendants;
- ii. the Illinois Environmental Protection Agency; and
- iii. U.S. Environmental Protection Agency.

B. **Other Authorities Not Affected. No Waiver of Enforcement.** All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Nothing in this Environmental Covenant affects U.S. EPA or Illinois EPA's authority to take or require performance of response actions to address releases or threatened releases of hazardous substances or pollutants or contaminants at or from the Property, or to enforce a consent order, consent decree or other settlement agreement entered into by U.S. EPA or Illinois EPA. Enforcement of the terms of this instrument shall be at the discretion of the Holders, the Settling Work Defendants, the U.S. EPA and Illinois EPA and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Holders, the Settling Work Defendants, U.S. EPA or Illinois EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Holders, the Settling Work Defendants

, U.S. EPA or Illinois EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Holders, the Settling Work Defendants
, U.S. EPA or Illinois EPA.

C. Former Owners And Interest Holders Subject to Enforcement. An Owner, or other person that holds any right, title or interest in or to the Property remains subject to enforcement with respect to any violation of this Environmental Covenant by the Owner or other person which occurred during the time when the Owner or other person was bound by this Environmental Covenant regardless of whether the Owner or other person has subsequently conveyed the fee title, or other right, title or interest, to another person.

13. Waiver of certain defenses: This Environmental Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, or acquiescence, or similar doctrine as set forth in Section 9 of UECA.

14. Representations and Warranties: Grantor hereby represents and warrants to the Illinois EPA, U.S. EPA and any other signatories to this Environmental Covenant that, at the time of execution of this Environmental Covenant, that the Grantor has a good and lawful right and power to grant this Environmental Covenant, that the Property is free and clear of encumbrances, except those noted on Appendix C attached hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof. After recording this instrument, Settling Work Defendants will provide a copy of this Environmental Covenant to all holders of record of the encumbrances including those entities noted on Appendix C.

15. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent only if the amendment or termination is signed by the Illinois EPA, U.S. EPA and the current owner of the fee simple of the Property, unless waived by the Agencies.

16. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

Charles W. and Nancy J. Russell
16994 Whiteoak Ridge Road
Pea Ridge, AK 72751

To Holder:

Settling Work Defendants, c/o Alan Bielawski
Sidley Austin, One S Dearborn St
Chicago, IL 60603

To Agencies:

U.S. Environmental Protection Agency
Superfund Division Director
77 West Jackson Boulevard
Chicago, IL 60604

Illinois Environmental Protection Agency
Chief, Bureau of Land
1021 N. Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

17. **Recording and Notice of Environmental Covenant, Amendments and Termination.**

A. The Original Environmental Covenant. An Environmental Covenant must be recorded in the Office of the Recorder or Registrar of Titles of the county in which the property that is the subject of the Environmental Covenant is located. Within 30 days after the Illinois EPA and U.S. EPA (whichever is later) sign and deliver to Grantor this Environmental Covenant, the Grantor shall record this Environmental Covenant in the office of the Recorder of Deeds of DuPage County, State of Illinois.

B. Termination, Amendment or Modification. Within 30 days after Illinois EPA and U.S. EPA (whichever is later) sign and deliver to Owner or Grantor any termination, amendment or modification of this Environmental Covenant, the Owner or Grantor shall record the amendment, modification, or notice of termination of this Environmental Covenant in the office of the County Recorder or Registrar of Titles in which the Property is located.

C. Providing Notice of Covenant, Termination, Amendment or Modification. Within 30 days after recording this Environmental Covenant, the Settling Work Defendants shall transmit a copy of the Environmental Covenant in recorded form to:

- i. the Illinois EPA;
- ii. the U.S. EPA;
- iii. each person holding a recorded interest in the Property, including those interests in Appendix C;

- iv. each person in possession of the Property; and
- v. each political subdivision in which the Property is located.

Within 30 days after recording a termination, amendment or modification of this Environmental Covenant, the Owner or Settling Work Defendants shall transmit a copy of the document in recorded form to the persons listed in items i to v above.

18. General Provisions:

A. Controlling law: This Environmental Covenant shall be construed according to and governed by the laws of the State of Illinois and the United States of America.

B. Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Grantor or Holders to effect the purpose of this instrument and the policy and purpose of the environmental response project and its authorizing legislation. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

D. Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

E. Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

19. Effective Date. This Environmental Covenant is effective on the date of acknowledgement of the signature of the Illinois EPA and U.S. EPA, whichever is later.

20. List of Appendices:

Appendix A – Legal Description and Map of the Property

Appendix B – Location of Monitoring Wells

Appendix C – List of Recorded Encumbrances

[Signature Pages to follow]

FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

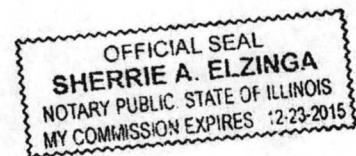
By *Lisa Bonnett* (signature)

_____, Director
Illinois Environmental Protection Agency

State of Illinois)
County of SANGAMON)SS.

This instrument was acknowledged before me on JANUARY 22, 2014, by
LISA BONNETT, the Director of the Illinois Environmental Protection Agency, a
state agency, on behalf of the State of Illinois.

Sherrie A. Elzinga (signature)
Notary Public
My Commission Expires 12/23/15



FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

On behalf of the Administrator of the
United States Environmental Protection Agency

By: Richard C. Karl
Richard C. Karl, Director
Superfund Division
U.S. Environmental Protection Agency, Region 5

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)



The foregoing instrument was acknowledged before me this 21st day
of FEBRUARY, 2014, by Richard C. Karl, Director, Superfund Division, Region 5 of
the United States Environmental Protection Agency.

Bertanna M. Louie (signature)
Notary Public
My Commission Expires March 15, 2014

APPENDIX A: Legal Description and Map of the Property

The legal description of the Lenz Oil Property is shown as Parcel 1 on the following map.

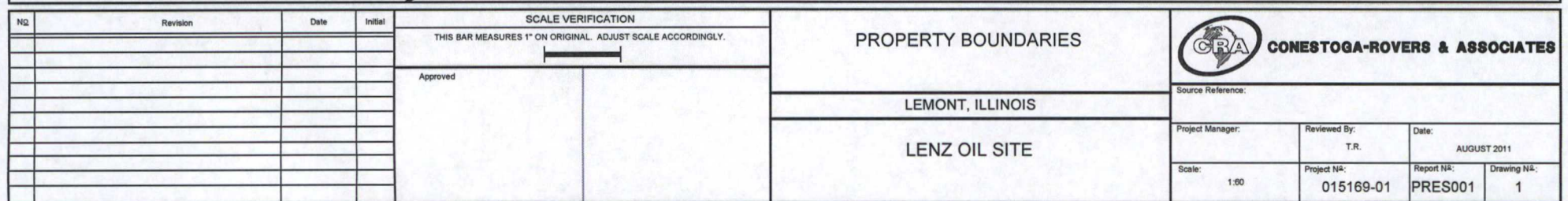
Vacant land

*Jeans Road and Route 83
DuPage County, IL*

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 11 AND RUNNING THENCE NORTH 89° 27' 27" WEST 27.77 FEET TO THE CORNER OF SAID SECTION 11; THENCE NORTH 89° 27' 27" WEST 27.77 FEET TO THE RIGHT-OF-WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, AS WIDENED, FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 86 DEGREES 27 MINUTES EAST 146 FEET, BOUND NORTH LINE OF THE SOUTHEAST QUARTER 109.3 FEET TO THE CORNER OF SAID QUARTER; THENCE NORTH 86 DEGREES 27 MINUTES EAST 146 FEET TO THE CORNER OF SECTIONS 11 AND 12, LYING NORTH OF THE NORTH LINE OF THE SANITARY DISTRICT OF CHICAGO, ILLINOIS; THENCE SOUTH 40° 40' 40" WEST 150 FEET TO THE CENTER OF SAID SECTION 11; THENCE SOUTH 40° 40' 40" WEST 150 FEET TO THE CENTER LINE, 63.4 FEET TO THE EASTERN LINE OF THE RIGHT-OF-WAY OF STATE HIGHWAY ROUTE 8 (FORMERLY 56); THENCE NORTH WESTERLY ALONG SAID LINE, 213.98 FEET TO THE SOUTHEASTERLY CORNER OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID WIDENED RIGHT-OF-WAY LINE 100.6 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING NORTH EASTERLY OF A LINE DRAWN NORTHWESTERLY AT RIGHT ANGLES TO THE SOUTHEASTERN LINE OF THE ABOVE DESCRIBED PROPERTY AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTHEASTERN LINE OF THE SOUTHEAST CORNER OF SAID ABOVE DESCRIBED PROPERTY, IN DUPAGE COUNTY, ILLINOIS.

THAT PART OF THE SOUTH-EAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 11; THENCE NORTH 08 DEGREES 27' 30" EAST 40.00 FEET; THENCE SOUTH 89 DEGREES 59' 00" WEST 100.00 FEET; THENCE SOUTH 89 DEGREES 59' 00" WEST 100.00 FEET TO THE LOT 51' OF THE ASSESSMENT DIVISION OF THE SOUTH 1/4 OF SECTIONS 1 AND 2 AND ALL OF SECTIONS 11 AND 12 LYING NORTH OF THE NORTH LINE OF THE SANITARY DISTRICT OF CHICAGO; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 40.00 FEET; THENCE SOUTH WEST LINE, 480.14 FEET (BEING - SOUTH, 484.75 FEET) THE CENTER LINE OF THE NORTH 60' WIDE PRIVATE ROAD AS SHOWN ON JACOB J. JEAN'S PLAN OF SURVEY RECORDED OCTOBER 7, 1860 AS DOCUMENT 800585, AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID CENTER LINE OF THE NORTH 60' WIDE PRIVATE ROAD, 480.14 FEET (BEING - SOUTH, 484.75 FEET) TO THE POINT OF BEGINNING; THENCE NORTH 08 DEGREES 27' 30" EAST 40.00 FEET TO THE CENTER OF SAID SECTION 11; THENCE SOUTH 57 DEGREES 59' 00" MINUTES WEST, ALONG SAID WEST LINE, 200.15 FEET; THENCE NORTH 24 DEGREES 58 MINUTES 30 SECONDS WEST 469.00 FEET TO SAID CENTER LINE OF THE NORTH 60' WIDE PRIVATE ROAD; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID CENTER LINE, 480.20 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

THAT PART OF THE SOUTHEAST OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 1E, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 11; THENCE NORTH 89 DEGREES 27 MINUTES EAST, ALONG THE CENTER LINE OF SAID SECTION 11, 107.60 FEET TO A POINT;
THENCE SOUTH 11 DEGREES 10' 00" WEST, ALONG THE SOUTHWEST CORNER OF THE
OF THE ASSESSMENT DIVISION OF THE SOUTH 1/4 OF SECTIONS 1 AND 2 AND ALL OF SECTIONS 11 AND 12 LYING NORTH OF THE NORTH LINE OF THE SANITARY DISTRICT OF CHICAGO, THENCE SOUTH 11 DEGREES 10 MINUTES OR RECONGOS EAST, 107.60 FEET TO A POINT;
THENCE SOUTH 11 DEGREES 10' 00" WEST, ALONG THE SOUTHWEST CORNER OF THE
THE SANITARY DISTRICT OF CHICAGO, THENCE SOUTH 57 DEGREES 01 MINUTE WEST, ALONG SAID NORTHERLY LINE, 200.15 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 57 DEGREES 01 MINUTE WEST, ALONG SAID NORTHERLY LINE, 100.15 FEET TO A POINT;
THENCE NORTH 11 DEGREES 10' 00" WEST, ALONG SAID EASTERLY LINE, 141.04 FEET (DEED = 141.00 FEET) TO THE CENTER LINE OF A PRIVATE ROAD AS SHOWN ON JACOB A. JEAN'S PLAN OF SURVEY RECORDED OCTOBER 9, 1960 IN RECORD BOOK 100, PAGE 153; THENCE SOUTH 53 DEGREES 13 MINUTE EAST (DEED = NORTH 53 DEGREES 38 MINUTE EAST), ALONG THE CENTER LINE OF SAID ROAD, 100.00 FEET TO A POINT;
THENCE NORTH 34 DEGREES 38 MINUTES AND 33 SECONDS EAST 49.08 FEET TO THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.



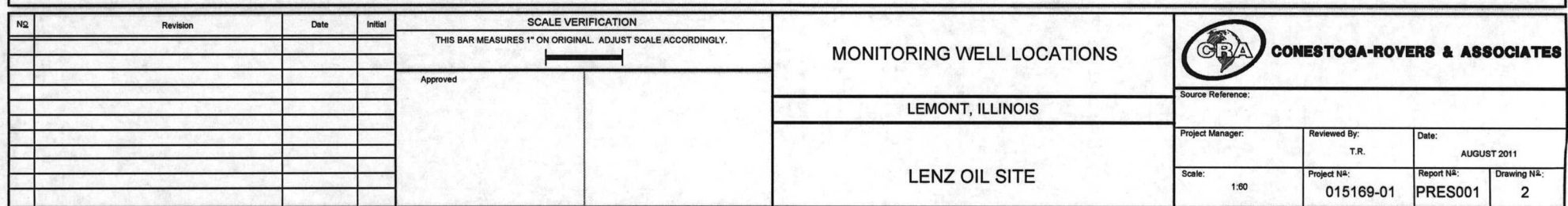
APPENDIX B: Location of Monitoring Wells


Location of Monitoring Wells are shown on Parcel 1 of the following map.

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 11E, EAST OF THE "THIRD PRINCIPAL MERIDIAN," DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 11 AND RUNNING THENCE NORTH 89 DEGREES 07 MINUTES WEST 60 FEET TO A POINT ON THE LINE OF THE SANITARY DISTRICT OF CHICAGO; THENCE ALONG SAID RIGHT-OF-WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, AS WIDENED, FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 68 DEGREES 27 MINUTES EAST 140 FEET; SAID NORTH LINE OF THE SOUTHEAST QUARTER 108.7 FEET TO AN IRON PILE; THENCE SOUTH 89 DEGREES 07 MINUTES WEST 60 FEET TO THE CENTER LINE OF SECTIONS 11 AND 12, LYING NORTH OF THE NORTH LINE OF THE SANITARY DISTRICT OF CHICAGO, ILLINOIS; THENCE SOUTH ALONG SAID WEST LINE, 467.7 FEET TO THE CENTER LINE OF A PRIVATE ROAD; THENCE SOUTH 83 DEGREES 05 MINUTES WEST 100 FEET TO A POINT ON THE LINE OF THE SANITARY DISTRICT OF CHICAGO; THENCE ALONG HIGHWAY ROUTE 83 (FORMERLY 95), THENCE NORTH-WESTERLY ALONG SAID LINE, 31.95 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID SANTA FE RAILROAD; THENCE ALONG SAID LINE WITH 45 DEGREES BENDS, TO THAT POINT LYING NORTH-EASTERLY OF A LINE DRAWN NORTH-WESTERLY AT RIGHT ANGLES TO THE SOUTHEASTERNLY LINE OF THE ABOVE DESCRIBED PROPERTY AND A POINT ON THE LINE OF THE SANITARY DISTRICT OF CHICAGO; THENCE ALONG SAID SOUTHEASTERNLY LINE OF THE SOUTHEAST CORNER OF SAID ABOVE DESCRIBED PROPERTY, IN DUPAGE COUNTY, ILLINOIS.

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 11; THENCE NORTH 69 DEGREES 27 MINUTES EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 871.2 FEET TO THE WEST LINE OF LOT 10 OF SAID TOWNSHIP ROAD 40; THENCE WEST 90 DEGREES 00 MINUTES EAST, ALONG SAID WEST LINE OF LOT 10 OF SAID TOWNSHIP ROAD 40 A DISTANCE OF 100 FEET TO THE WEST LINE OF THE NORTH LINE OF THE SANITARY DISTRICT OF CHICAGO; THENCE SOUTH 9 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID WEST LINE, 453.14 FEET (DEED = SOUTH, 459.75 FEET) TO THE CENTER LINE OF A 66-FOOT-00- INCH ROAD; THENCE SOUTHWEST 89 DEGREES 59 MINUTES 00 SECONDS EAST, ALONG SAID CENTER LINE, 155.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 5 DEGREES 00 MINUTES 00 SECONDS EAST, 155.55 FEET, ALONG SAID WEST LINE OF LOT 11, A DISTANCE OF 566.12 FEET (DEED = SOUTH, 559.45 FEET) TO THE NORTHERLY LINE OF SAID LOT 11; THENCE NORTH 89 DEGREES 59 MINUTES 00 SECONDS WEST, 566.12 FEET TO THE WEST LINE OF SAID LOT 11; THENCE WEST 90 DEGREES 00 MINUTES EAST, 100 FEET TO THE WEST LINE OF THE NORTH LINE OF THE SANITARY DISTRICT OF CHICAGO; THENCE NORTH 24 DEGREES 59 MINUTES 30 SECONDS WEST 459.09 FEET TO SAID CENTER LINE OF TOWNSHIP ROAD 40; THENCE NORTH 69 DEGREES 27 MINUTES 18 SECONDS EAST, 871.2 FEET TO THE CENTER LINE OF TOWNSHIP ROAD 40; THENCE SAID CENTER LINE, 459.30 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

THAT PART OF THE SOUTH-EAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 11; THENCE NORTH 80 DEGREES 27 MINUTES EAST, ALONG THE NORTH LINE OF SAID SOUTH-EAST 1/4, A DISTANCE OF 487.2 FEET TO THE WEST LINE OF LOT 8 OF SAID SECTION 11; ASSUMING THE CENTER OF SAID SECTION 11 TO BE THE POINT OF BEGINNING; THENCE NORTH 80 DEGREES 27 MINUTES EAST, ALONG THE NORTH LINE OF THE SANITARY DISTRICT OF CHICAGO, THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID WEST LINE, 107.26 FEET (DEED = SOUTH, 107.26 FEET) TO THE NORTHERLY LINE OF SAID PROPERTY OF THE CITY OF CHICAGO, THENCE NORTH 80 DEGREES 27 MINUTES EAST, ALONG SAID NORTHERLY LINE, 109.5 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 17 DEGREES 01 MINUTE WEST, ALONG SAID NORTHERLY LINE, 33.0 FEET TO THE EASTERLY RIGHT-OF-WAY LINE, OF STATE HIGHWAY ROUTE 545; THENCE NORTH 80 DEGREES 27 MINUTES EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 100.0 FEET TO THE CENTER LINE OF A PRIVATE ROAD AS SHOWN ON JACOB J. JEAN'S PLAN OF SURVEY RECORDED OCTOBER 7, 1960 AS DOCUMENT 606686; THENCE NORTH 33 DEGREES 21 MINUTES 13 SECONDS EAST (DEED = NORTH 33 DEGREES 20 MINUTES 13 SECONDS EAST), ALONG SAID CENTER LINE, 45.0 FEET TO THE POINT OF BEGINNING, ALN IN DUPLICATE COUNTY, ILLINOIS.



SCALE VERIFICATION	
THIS BAR MEASURES 1" ON ORIGINAL. ADJUST SCALE ACCORDINGLY.	
	
Approved	

LENZ OIL SITE



Scale:

Project N8:

Report N°:	Draw:
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69-01 | PRES001 |

APPENDIX C: List of Recorded Encumbrances

COMMITMENT FOR TITLE INSURANCE



Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, for valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements, all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

CHICAGO TITLE INSURANCE COMPANY

Issued By:

CHICAGO TITLE INSURANCE COMPANY
10 S. LASALLE ST. 3100
CHICAGO, IL 60603

Refer Inquiries To:
(312) 223-3005



By

Authorized Signatory

Commitment No.: 1401 880013345 D2

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CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

YOUR REFERENCE: INFORMATIONAL - SHELL BLEIWEISS

ORDER NO.: 1401 880013345 D2

EFFECTIVE DATE: NOVEMBER 1, 2013

1. POLICY OR POLICIES TO BE ISSUED:

OWNER'S POLICY: ALTA OWNERS 2006
AMOUNT: \$10,000.00
PROPOSED INSURED: TO COME

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS FEE SIMPLE, UNLESS OTHERWISE NOTED.

**3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS AT THE EFFECTIVE DATE VESTED IN:
LENZ OIL SERVICE, INC., AN ILLINOIS CORPORATION**

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 880013345 D2

4A. LOAN POLICY 1 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

4B. LOAN POLICY 2 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 880013345 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 11 AND RUNNING THENCE NORTH 89 DEGREES 27 MINUTES EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 764.5 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, AS WIDENED, FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 27 MINUTES EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER 106.7 FEET TO THE WEST LINE OF LOT 51 OF THE ASSESSMENT DIVISION OF THE SOUTH HALF OF SECTION 1 AND 2 AND ALL OF SECTIONS 11 AND 12, LYING NORTH OF THE NORTH LINE OF THE SANITARY DISTRICT OF CHICAGO, ILLINOIS; THENCE SOUTH ALONG SAID WEST LINE, 487.75 FEET TO THE CENTER LINE OF A PRIVATE ROAD; THENCE SOUTH 53 DEGREES 26 MINUTES WEST ALONG SAID CENTER LINE, 834.8 FEET TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE HIGHWAY ROUTE 83 (FORMERLY 54); THENCE NORTHWESTERLY ALONG SAID LINE, 313.95 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID SANTA FE RAILROAD AS WIDENED; THENCE NORTH 45 DEGREES 26 MINUTES EAST ALONG SAID WIDENED RIGHT-OF-WAY LINE 1006.6 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN NORTHWESTERLY AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF THE ABOVE DESCRIBED PROPERTY FROM A POINT WHICH IS 202.0 FEET SOUTHWESTERLY (AS MEASURED ALONG SAID SOUTHEASTERLY LINE) OF THE SOUTHEAST CORNER OF SAID ABOVE DESCRIBED PROPERTY, IN DUPAGE COUNTY, ILLINOIS.



CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO.: 1401 880013345 D2

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

GENERAL EXCEPTIONS

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
6. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:

A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;

B. A PROPERLY EXECUTED ALTA STATEMENT;

MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

7. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.
8. NOTE FOR ADDITIONAL INFORMATION: THE DUPAGE COUNTY RECORDER REQUIRES THAT ANY DOCUMENTS PRESENTED FOR RECORDING CONTAIN THE FOLLOWING INFORMATION:
 - A. THE NAME AND ADDRESS OF THE PARTY WHO PREPARED THE DOCUMENT;
 - B. THE NAME AND ADDRESS OF THE PARTY TO WHOM THE DOCUMENT SHOULD BE MAILED AFTER RECORDING;
 - C. ALL PERMANENT REAL ESTATE TAX INDEX NUMBERS OF ANY PROPERTY LEGALLY DESCRIBED IN THE DOCUMENT;
 - D. THE ADDRESS OF ANY PROPERTY LEGALLY DESCRIBED IN THE DOCUMENT;
 - E. ALL DEEDS SHOULD CONTAIN THE ADDRESS OF THE GRANTEE AND SHOULD ALSO NOTE THE NAME AND ADDRESS OF THE PARTY TO WHOM THE TAX BILLS SHOULD BE SENT.
 - F. ANY DEEDS CONVEYING UNSUBDIVIDED LAND, OR, PORTIONS OF SUBDIVIDED LAND, MAY NEED TO BE ACCOMPANIED BY A PROPERLY EXECUTED "PLAT ACT AFFIDAVIT."

IN ADDITION, PLEASE NOTE THAT THE MUNICIPALITIES OF ADDISON, AURORA, BARTLETT, BOLINGBROOK, CAROL STREAM, ELK GROVE VILLAGE, ELMHURST, GLENDALE HEIGHTS, GLEN ELLYN, HANOVER PARK, NAPERVILLE, SCHAUMBURG, WEST CHICAGO, WHEATON, AND WOODRIDGE HAVE ENACTED TRANSFER TAX ORDINANCES. TO RECORD A CONVEYANCE OF LAND LOCATED IN THESE MUNICIPALITIES, THE REQUIREMENTS OF THE TRANSFER TAX ORDINANCES MUST BE MET. A CONVEYANCE OF PROPERTY IN THESE CITIES MAY NEED TO HAVE THE APPROPRIATE TRANSFER TAX STAMPS AFFIXED BEFORE IT CAN BE RECORDED.

FURTHERMORE, ALL DEEDS AND MORTGAGES SHOULD INCLUDE THE CURRENT MARITAL STATUS

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 880013345 D2

OF ALL INDIVIDUAL PARTIES, WHERE APPROPRIATE. A SPOUSE OF AN INDIVIDUAL GRANTOR OR MORTGAGOR MAY HAVE TO SIGN THE DEED OR MORTGAGE IN ORDER TO RELEASE ANY APPLICABLE HOMESTEAD INTEREST.

THIS EXCEPTION WILL NOT APPEAR ON THE POLICY WHEN ISSUED.

3 9. TAXES FOR THE YEAR 2013.

TAXES FOR THE YEAR 2013 ARE NOT YET DUE OR PAYABLE.

PERMANENT INDEX NUMBER: 10-11-401-006-0000.

THE ASSESSED VALUE IS UNDER \$150.00, NO 2012 TAXES DUE.

2 10. MORTGAGE DATED MAY 16, 1983 AND RECORDED JUNE 14, 1983 AS DOCUMENT NO. R83-36615, MADE BY LENZ OIL SERVICES, INC., TO FIRST NATIONAL BANK OF ELGIN, TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$540,000.00. ASSIGNED TO SMALL BUSINESS ADMINISTRATION, AN AGENCY OF THE UNITED STATES GOVERNMENT BY INSTRUMENT RECORDED AS DOCUMENT NO. R87-005102.

0 11. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

2 12. WE SHOULD BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR, IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY SUCH PROPERTY MANAGER.

4 13. WE SHOULD BE FURNISHED A CERTIFIED COPY OF THE DIRECTORS' RESOLUTIONS AUTHORIZING THE CONVEYANCE OR MORTGAGE TO BE INSURED. SAID RESOLUTIONS SHOULD EVIDENCE THE AUTHORITY OF THE PERSONS EXECUTING THE CONVEYANCE OR MORTGAGE. IF THEY DO NOT, A CERTIFIED COPY OF THE CORPORATE BY-LAWS ALSO SHOULD BE FURNISHED.

IF SAID CONVEYANCE OR MORTGAGE COMPRISES ALL OR SUBSTANTIALLY ALL THE CORPORATION'S ASSETS, WE ALSO SHOULD BE FURNISHED A CERTIFIED COPY OF THE SHAREHOLDER/MEMBER RESOLUTIONS WHICH AUTHORIZE SAID CONVEYANCE OR MORTGAGE. THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, AS MAY BE DEEMED NECESSARY AFTER OUR REVIEW OF THESE MATERIALS.

4 14. WE SHOULD BE FURNISHED A CURRENT CERTIFICATE OF GOOD STANDING FROM THE ILLINOIS SECRETARY OF STATE FOR LENZ OIL CORPORATION, A CORPORATION OF ILLINOIS.

Q 15. NOTE: THE LAND DESCRIBED IN SCHEDULE A EITHER IS UNSUBDIVIDED PROPERTY OR CONSTITUTES PART OF A SUBDIVIDED LOT. AS A RESULT, A PLAT ACT AFFIDAVIT SHOULD ACCOMPANY ANY CONVEYANCE TO BE RECORDED. IN THE ALTERNATIVE, COMPLIANCE SHOULD BE HAD WITH THE PROVISIONS OF THE PLAT ACT (765 ILCS 205/1 ET SEQ.).

E 16. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS, LATERALS AND UNDERGROUND PIPES, IF ANY.

5 17. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 880013345 D2

THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.

- G 18. GRANT TO THE ATCHISON, TOPEKA AND SANTA FE RAILROAD COMPANY, A KANSAS CORPORATION, BY INSTRUMENT DATED OCTOBER 12, 1948 AND RECORDED FEBRUARY 8, 1949 AS DOCUMENT 562619, FROM JACOB J. JEANS FOR THE PERPETUAL RIGHT AND EASEMENT TO RELOCATE AND MAINTAIN A DRAINAGE DITCH OVER THE FOLLOWING DESCRIBED PROPERTY:

A STRIP OF LAND IN THE NORTHEAST 1/2 AND SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 37, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, 10 FEET IN WIDTH LYING 5 FEET ON EITHER SIDE OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 55 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM CENTER LINE OF THE ORIGINAL MAIN TRACK OF THE ATCHISON, TOPEKA & SANTA FE RAILROAD COMPANY AT MILE POST 20 PLUS 3800 FEET; THENCE SOUTHWESTERLY PARALLEL WITH A 55 FOOT NORMALLY DISTANT FROM SAID CENTER LINE OF ORIGINAL MAIN TRACK, TO WEST LINE OF SOUTHEAST 1/4 OF SAID SECTION 11.

SUBJECT TO RIGHT OF WAY FOR HIGHWAY LOCATED OVER AND ACROSS SAID SOUTHEAST 1/4 OF SECTION 11.

- H 19. EASEMENT OVER THE THE LAND FOR INGRESS AND EGRESS TO PROPERTY EAST AND ADJOINING CONTAINED EASEMENT AGREEMENT BY AND BETWEEN JACOB J. JEANS AND EDWARD WEITLINE AND CLARA H. WEITLING, HIS WIFE, DATED JULY 14, 1943 AND RECORDED JULY 24, 1943 AS DOCUMENT 451483 AND ALSO AS SHOWN ON THE PLAT OF SURVEY RECORDED OCTOBER 7, 1950 AS DOCUMENT 606585.

(FOR FURTHER PARTICULARS, SEE RECORD.)

(AFFECTS THE SOUTHEASTERLY 33 FEET OF THE LAND)

- I 20. FRONTAGE PERMIT MADE BY FRED LENZ TO STANDARD OIL COMPANY, AN INDIANA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO LAY, MAINTAIN, OPERATE, REPLACE AND REMOVE A PIPELINE FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS, UPON, UNDER AND WITHIN THE EAST SIDE OF THE PUBLIC HIGHWAY RIGHT OF WAY KNOWN AS ILLINOIS ROUTE 83, ON OR ADJOINING THE GRANTOR'S LAND. SAID PERMIT MADE UPON THE CONDITION THAT STANDARD OIL COMPANY PAY ANY DAMAGES WHICH MAY ARISE TO GRANTOR'S INGRESS AND EGRESS ROADWAYS, CULVERTS, WALKS, FENCES OR OTHER IMPROVEMENTS OF GRANTORS, FROM THE EXERCISE OF THE RIGHTS THEREIN GRANTED. SAID PIPELINE SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH A STATE PERMIT AND SPECIFICATIONS AND AT THE RISK AND EXPENSE OF STANDARD OIL COMPANY. THE TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT SHALL EXTEND TO AND BE BINDING UPON THE HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVE, SUCESSORS AND ASSIGNS OF THE PARTIES THERETO, DATED AUGUST 12, 1958 AND RECORDED OCTOBER 21, 1959 AS DOCUMENT 944464.

ASSIGNMENT OF RIGHTS OF WAY TO THE AMERICAN OIL COMPANY, A MARYLAND CORPORATION, DATED DECEMBER 31, 1960 AND RECORDED MARCH 23, 1961 AS DOCUMENT R61-786.

- J 21. THE LAND LIES WITHIN THE DU PAGE COUNTY SANITARY DISTRICT, WHICH HAS ACCEPTED FEDERAL GRANTS FOR SEWAGE TREATMENT WORKS PURSUANT TO PUBLIC LAW 92-500.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 880013345 D2

FEDERAL LAW REQUIRES A USER CHARGE SYSTEM SEPARATE FROM GENERAL AD VALOREM PROPERTY TAXES.

- K 22. NOTE: THE FOLLOWING ITEM, WHILE APPEARING ON THIS COMMITMENT/POLICY, IS PROVIDED SOLELY FOR YOUR INFORMATION.

THE FOLLOWING ENVIRONMENTAL DISCLOSURE DOCUMENT(S) FOR TRANSFER OF REAL PROPERTY APPEAR OF RECORD WHICH INCLUDE A DESCRIPTION OF THE LAND INSURED OR A PART THEREOF:

DOCUMENT NUMBER: R90-062153 DATE OF RECORDING: MAY 23, 1990.

- 2 23. EASEMENT FOR PRIVATE ROADWAY 20 FEET IN WIDTH TO BE ESTABLISHED IN A NORTHWESTERLY AND SOUTHEASTERLY DIRECTION ACROSS THAT PART OF THE LAND LYING WITHIN LOTS 39 AND 52 OF COUNTY CLERK'S ASSESSMENT DIVISION, AS CONTAINED IN DEED FROM CHARLIE HAHN AND ROSE HAHN, HIS WIFE, TO JOHN H. GULICK, DATED MARCH 8, 1926 AND RECORDED MARCH 13, 1926 AS DOCUMENT 209460.

(FOR FURTHER PARTICULARS, SEE RECORD.)

- R "BE ADVISED THAT THE "GOOD FUNDS" SECTION OF THE TITLE INSURANCE ACT (215 ILCS 155/26) BECOMES EFFECTIVE 1-1-2010. THIS ACT PLACES LIMITATIONS UPON THE SETTLEMENT AGENT'S ABILITY TO ACCEPT CERTAIN TYPES OF DEPOSITS INTO ESCROW. PLEASE CONTACT YOUR LOCAL CHICAGO TITLE OFFICE REGARDING THE APPLICATION OF THIS NEW LAW TO YOUR TRANSACTION."

- S FOR ALL ILLINOIS PROPERTY: FOR COMMITMENT ONLY.

EFFECTIVE JUNE 1, 2009, PURSUANT TO PUBLIC ACT 95-988, SATISFACTORY EVIDENCE OF IDENTIFICATION MUST BE PRESENTED FOR THE NOTARIZATION OF ANY AND ALL DOCUMENTS NOTARIZED BY AN ILLINOIS NOTARY PUBLIC. SATISFACTORY IDENTIFICATION DOCUMENTS ARE DOCUMENTS THAT ARE VALID AT THE TIME OF THE NOTARIAL ACT; ARE ISSUED BY A STATE AGENCY, FEDERAL GOVERNMENT AGENCY, OR CONSULATE; BEAR THE PHOTOGRAPHIC IMAGE OF THE INDIVIDUAL'S FACE; AND BEAR THE INDIVIDUAL'S SIGNATURE.

- F 24. NOTE FOR INFORMATION (ENDORSEMENT REQUESTS):

ALL ENDORSEMENT REQUESTS SHOULD BE MADE PRIOR TO CLOSING TO ALLOW AMPLE TIME FOR THE COMPANY TO EXAMINE REQUIRED DOCUMENTATION.

(THIS NOTE WILL BE WAIVED FOR POLICY).

** END **

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

ORDER NO.: 1401 880013345 D2

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 or these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

CHICAGO TITLE INSURANCE COMPANY

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information or to set-up an Exchange, please call Scott Nathanson at (312) 223-2178 or Anna Barsky at (312) 223-2169.

Effective Date: May 1, 2008

**Fidelity National Financial, Inc.
Privacy Statement**

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information and income information;

Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;

Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transactions, account balances, and credit card information; and

Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connections with an insurance transactions;

To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;

To an insurance regulatory authority, or law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;

To companies that perform marketing services on our behalf or to other financial institutions with which we have had joint marketing agreements and/or

To lenders, lien holders, judgement creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity.

Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy law. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

